

INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET

Form Approved
OMB No. 9000-0002
Expires Sep 30, 2000

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER N00178-03-R-2020	2. (X one)	3. DATE/TIME RESPONSE DUE 16 MAY 2003, 2:00 PM
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" is applicable to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Responses must set forth full, accurate, and complete information as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submission, Modification and Withdrawal of Bid" or "Instructions to Offerors - Competitive Acquisitions".

4. ISSUING OFFICE (Complete mailing address, including ZIP Code) Contracting Officer Attn: XDS12/Bldg 183/1st Floor/Room 104 NAVSURFWARCEN Dahlgren Division 17320 Dahlgren Road, Dahlgren, VA 22448-5100	5. ITEMS TO BE PURCHASED (Brief description) Technical and Engineering Support in the Systems Engineering, Integration, Development, Maintenance, Documentation and Operation of Training Tools
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____	% SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE SIC CODE IS: _____
<input type="checkbox"/> c. THIS PROCUREMENT IS _____	% SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE SIC CODE IS: _____
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) Attn: Code XDS12	b. ADDRESS (Include ZIP Code) Contracting Officer NAVSURFWARCEN Dahlgren Division 17320 Dahlgren Road Dahlgren, VA 22448-5100
c. TELEPHONE NUMBER (Include Area Code and Extension) (540)653-7942	d. E-MAIL ADDRESS xds12@nswc.navy.mil

9. REASONS FOR NO RESPONSE (X all that apply)	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)	
WE <input type="checkbox"/> DO <input type="checkbox"/>	DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS (Include ZIP Code)
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c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-S10	PAGE OF PAGES 1 101	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER N00178-03-R-2020		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04 APR 2003	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, DAHLGREN ATTN:XDS12(BLDG 183 RM 104)(XDS12@NSWC.NAVY.MIL) 17320 DAHLGREN ROAD TEL: 540) 653-7942 DAHLGREN, VA 22448-5100 FAX: 540-653-4089		CODE N00178		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		6. REQUISITION/PURCHASE NUMBER	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION	
9. Sealed offers in original and <u>See Section I</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 183, Room 104 until 1400 local time 16 MAY 2003 (Hour) (Date)	

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME XDS12		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 540 653-7942		C. E-MAIL ADDRESS xds12@nswc.navy.mil	
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11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	38
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS	60
X	D	PACKAGING AND MARKING	20	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	21	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	64
X	F	DELIVERIES OR PERFORMANCE	22				
X	G	CONTRACT ADMINISTRATION DATA	23	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	74
X	H	SPECIAL CONTRACT REQUIREMENTS	28	X	M	EVALUATION FACTORS FOR AWARD	99

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR ANNUAL RENEWAL

YOU MUST CONFIRM YOUR REGISTRATION IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE OR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) MAY NOT PROCESS YOUR INVOICE. YOU MAY OBTAIN MORE INFORMATION ON THIS ANNUAL RENEWAL CONFIRMATION PROCESS BY CALLING 1-888-227-2423 OR VIA THE INTERNET AT <http://www.ccr2000.com/>

EFTS

ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS ARE BASED ON THE EFT INFORMATION CONTAINED IN THE CCR DATABASE. IT IS CRITICAL THAT YOU ENSURE THAT YOUR EFT INFORMATION IN THE CCR DATABASE REMAINS CURRENT AND CORRECT.

REGISTER FOR INVOICE STATUS

YOU CAN REGISTER AT THE FOLLOWING WEB SITE TO MONITOR THE STATUS OF YOUR INVOICES. THIS IS THE VENDOR PAY INQUIRY SYSTEM-MOCAS USER REGISTRATION. <http://vendorpay.dfas.mil/newuser>

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period 10/01/03-09/30/04 CPFF - The contractor shall provide technical and engineering support in the systems engineering, integration, development, maintenance, documentation, and operation of training tools for the AEGIS Training and Readiness Center/ Center for Surface Combat Systems (ATRC/CSCS) in accordance with Section C.		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CPFF - Data in accordance with DD FORM 1423, Contract Data Requirements List		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Option I 10/01/04-09/30/05 CPFF - The contractor shall provide technical and engineering support in the systems engineering, integration, development, maintenance, documentation, and operation of training tools for the AEGIS Training and Readiness Center/ Center for Surface Combat Systems (ATRC/CSCS) in accordance with Section C.		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Lot		

CPFF - Data in accordance with DD FORM 1423, Contract Data Requirements List

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001			Lot		

Option II 10/01/05-09/30/06

CPFF - The contractor shall provide technical and engineering support in the systems engineering, integration, development, maintenance, documentation, and operation of training tools for the AEGIS Training and Readiness Center/ Center for Surface Combat Systems (ATRC/CSCS) in accordance with Section C.

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Lot		

CPFF - Data in accordance with DD FORM 1423, Contract Data Requirements List

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Option III 10/01/06-09/30/07 CPFF - The contractor shall provide technical and engineering support in the systems engineering, integration, development, maintenance, documentation, and operation of training tools for the AEGIS Training and Readiness Center/ Center for Surface Combat Systems (ATRC/CSCS) in accordance with Section C.		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	CPFF - Data in accordance with DD FORM 1423, Contract Data Requirements List		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Option IV 10/01/07-09/30/08 CPFF - The contractor shall provide technical and engineering support in the systems engineering, integration, development, maintenance, documentation, and operation of training tools for the AEGIS Training and Readiness Center/ Center for Surface Combat Systems (ATRC/CSCS) in accordance with Section C.		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002			Lot		
	CPFF - Data in accordance with DD FORM 1423, Contract Data Requirements List				

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION. In accordance with the Training Systems Management Plan, the contractor shall provide technical and engineering support in the systems engineering, integration, development, maintenance, documentation, and operation of training tools for the AEGIS Training and Readiness Center/Center for Surface Combat Systems (ATRC/CSCS). These tools include but are not limited to those used for tactical team training: the AEGIS Combat Training System (ACTS); the Battle Force Tactical Trainer (BFTT); AEGIS Combat System Interface Simulation (ACSIS); AEGIS Combat System Interactive Trainer (ACSIT); and those used for operator training which include but are not limited to: Computer Aided Submode Training (CAST); Lesson Generator Program (LGP); CAST Lesson Authoring System (CLASS); and other interactive courseware and authoring systems. Additionally, deliveries of both programs and courseware will be required both aboard ship and to Shore-Based facilities. The contractor shall provide support in the use of these tools at the ATRC/CSCS, its subordinate activities, and ships during training evolutions. Specific work descriptions are listed below.

C.2 TACTICAL TEAM TRAINING SYSTEM SUPPORT. The contractor shall provide management plans [Contract Data Requirements List (CDRL) item A001], schedules (CDRL item A008), technical, engineering, and analytical services in support of the systems engineering, integration, exercise scenario development, maintenance, and documentation of exercise scenarios for tactical team training systems including, but not limited to:

AEGIS Combat Training System (ACTS)
Battle Force Tactical Trainer (BFTT)
Joint Tactical Combat Training System (JTCTS)
Joint Simulations System (JSIMS)
Radar System Controller Environmental Simulator (RSCES)
Distributed Sensor Simulation System (DS3)

C.2.1 Engineering and Analysis. The contractor shall provide engineering and analytical support to interface with various government/contractor organizations. The contractor shall review specification documents and provide comments to the appropriate Navy Review Team and/or Fleet Project Team. The contractor shall report any computer program problem found during the development and maintenance of exercise scenarios by submitting a Training Systems Review Board (TSRB) Test Observation Report (TOR) or an AEGIS Change Review Board (CRB) Computer Program Change Requests (CPCR), as appropriate. The contractor shall review and provide comments for TORs and CPCR to determine the impact on the development and maintenance of scenarios (CDRL item A003). The contractor shall participate in reviews of TORs and CPCR. The contractor shall participate in meetings related to the development, maintenance, and enhancement of ACTS exercise scenarios. The contractor shall participate in meetings of the Tactical Team Training Scenario Development Working Group (TSDWG), AEGIS Curriculum Management Board (ACMB), Naval Surface Warfare Center Dahlgren Division (NSWCDD) Baseline Manager Review (BLMR), ACTS Element Change Control Board (ECCB), CLASS ECCB, and AEGIS CRB. The contractor shall perform analysis, make recommendations, and implement changes resulting from decisions made at these meetings. Additionally, the contractor shall provide minutes of these meetings (CDRL item A002). The contractor shall periodically be required to provide on-site engineering support at the ATRC/CSCS, Combat System Engineering Development Site (CSEDS), Moorestown, NJ, and Surface Combat System Center (SCSC), Wallops Island, VA to include but not be limited to: Navy validation of scenarios, lessons and feedback/CPCR analysis.

C.2.1.1 Integrating New Technology. The contractor shall provide technical, engineering, analytical, and operator support in efforts to integrate new technology into tactical team training systems.

C.2.1.2 Developing New Training Systems. The contractor shall provide technical, engineering, analytical, and design services in support of efforts to develop team-training systems to support emerging requirements or to replace expiring team training systems.

C.2.2 Tactical Team Training Exercise Scenario Development. The contractor shall design tactical team training system exercise scenarios in accordance with the Training Systems Management Plan (TSMP) to incorporate available shipboard combat training devices, including but not limited to: ACTS, BFTT, AN/SQQ-89 Onboard Trainer (OBT); AN/SLQ-32 Electronic Warfare OBT (EWOBT); and the Tomahawk Weapon System (TWS). Each exercise scenario shall contain objective-based requirements and realistic information for all warfare areas. The Director, Training Systems in accordance with requirements as generated by the TSDWG shall prescribe scenario content and development priority.

C.2.2.1 Tactical Team Training Exercise Scenario Maintenance. The contractor shall maintain exercise scenarios in accordance with the TSMP. The contractor shall review and provide comments and rationale in a written report for each exercise scenario feedback provided by the ATRC/CSCS (CDRL item A003).

C.2.3 Verification and Validation. The contractor shall perform verification and validation (V&V) for each ACTS and BFTT exercise scenario prior to delivery in accordance with the TSMP. Tactical and training equipment required for exercise scenario V&V may be located at, but not limited to: ATRC/CSCS, Dahlgren, VA; SCSC, Wallops Island, VA; CSEDS, Moorestown, NJ; or fleet operating units. One element of the V&V process will be to verify correspondence of observed exercise scenario events with the prescribed exercise scenario timeline and other pertinent sections of the Exercise Controller Guide (ECG). The contractor shall provide support to ATRC/CSCS during final Navy validation of the exercise scenarios at these sites. All discrepancies shall be corrected prior to final acceptance and delivery (CDRL item A010).

C.2.4 Documentation. The contractor shall provide an ECG and associated documentation for each tactical team training exercise scenario. All documentation shall be delivered in hard copy binders and magnetic media in approved word processing software with a planned migration to optical media (CDRL item A004).

C.2.5 Delivery. The contractor shall deliver exercise scenarios and supporting documentation on magnetic tape, magnetic disk, or other media in accordance with the TSMP. The contractor shall provide support to NSWCDD for ACTS exercise scenario deliveries to: Navy ships, ATRC/CSCS, AEGIS Computer Center (ACC) Dahlgren VA, CSEDS, SCSC, ATRC/CSCS Detachments (Dets), and AEGIS Test Teams (ATTs) worldwide (CDRL items A010 and A004).

C.2.6 Equipment. The contractor may utilize his own computer equipment or the government furnished equipment to develop and maintain scenarios, conduct V&V, and produce magnetic and optical media. Tactical equipment required to perform exercise scenario pre-V&V is located at the ATRC/CSCS. Final validation is performed at the sites referenced in C.2.3. Equipment at Government sites may be used on a non-interfering basis.

C.2.7 Cost Analysis. The contractor shall provide a cost analysis report upon completion of each developed and maintained exercise scenario that includes as a minimum: cost, labor categories and hours for each labor category used for each aspect of the effort, including development, maintenance, documentation, and delivery (CDRL item A005).

C.3 OPERATOR TRAINING SYSTEM SUPPORT. The contractor shall provide management plans (CDRL item A001), schedules (CDRL item A008), technical, engineering, and analytical services in support of the systems engineering, integration, lesson development, maintenance, and documentation of operator training including, but not limited to: CAST Lessons, Computer-Aided Sub-mode Scenarios (CASS), Lesson Generation Program (LGP), and other Interactive Courseware (ICW).

C.3.1 Engineering and Analysis. The contractor shall provide engineering and analytical support to interface with various government/contractor organizations. The contractor shall review specification documents and provide comments to the appropriate Navy Review Team and/or Fleet Project Team. The contractor shall report any computer program problem found during the development and maintenance of lessons by submitting a Training

Systems TOR or CPR, as appropriate. The contractor shall review and provide comments for related TORs and CPRs to determine the impact on the development and maintenance of lessons (CDRL item A003). The contractor shall participate in reviews of CPRs. The contractor shall participate in meetings related to the development, maintenance, and enhancement of CAST Lessons/CASS. The contractor shall participate in meetings of CAST Lesson/CASS Working Groups, ACMB, NSWCD BLMR, ACTS ECCB, CLASS ECCB, and AEGIS CRB. The contractor shall perform analysis, make recommendations, and implement changes resulting from decisions made at meetings. Additionally, the contractor shall provide minutes of these meetings (CDRL item A002). The contractor shall periodically be required to provide on-site engineering support at the ATRC/CSCS, CSEDS, and SCSC which shall include but not be limited to: Navy V&V of lessons, and CAST Lesson Problem Report, Training Systems TOR) analysis (CDRL item A003).

C.3.1.1 Integrating New Technology. The contractor shall provide technical, engineering, analytical, and operator support in efforts to integrate new technology into operator training systems.

C.3.1.2 Developing New Training Systems. The contractor shall provide technical, engineering, analytical, and design services in support of efforts to develop operator training systems in support of emerging requirements or to replace expiring operator training systems. All recommendations shall be submitted as analysis reports. (CDRL item A003).

C.3.2 Lesson Development. The contractor shall design, develop, validate, deliver, and maintain operator training lessons in accordance with the TSMP (CDRL item A001). These lessons will provide both static and dynamic operator training within the limits of each system (CDRL items A010 and A006).

C.3.2.1 Lesson Maintenance. The contractor shall revise and maintain all developed operator lessons in accordance with the TSMP. The contractor shall review and provide comments and rationale in a report for each operator-training lesson TOR (CDRL Item A003). All approved modifications to existing lessons shall be implemented in accordance with the TSMP.

C.3.3 Verification and Validation. The contractor shall perform Independent V&V (IV&V) of the operator training lessons using government owned computer equipment located at ATRC/CSCS, Dahlgren, VA; CSEDS, Moorestown, NJ; Surface Combat Systems Center (SCSC), Wallops Island, VA; or fleet operating units.

C.3.4 Documentation. The contractor shall maintain a database that provides a cross-reference of operator training lessons to AEGIS Personal Qualifications Standards (PQS) line items (CDRL item A011). Each lesson and the catalog of lessons shall contain the cross-reference data. The contractor shall maintain a database for the configuration control of CAST lessons (CDRL Item A011). This database shall consist of, but not be limited to the Lesson Configuration Status Report and the Lesson History Report.

C.3.4.1 The contractor shall maintain the operator training lesson documentation for each baseline on an approved media in a format compatible with government computer systems (CDRL Item A004). This documentation provides guidance and assistance to the user in the design, development, validation, delivery, and maintenance of operator training lessons.

C.3.5 Delivery. The contractor shall deliver CAST lessons and supporting documentation on magnetic tape, magnetic disk, or other media in accordance with the TSMP. The contractor shall interface with various government/contractor organizations. The contractor shall provide support to NSWCD for operator training lesson deliveries to the various ship/shore sites to include, but not be limited to: Navy ships, ATRC/CSCS, ACC, CSEDS, SCSC, ATRC/CSCS Dets, ATTs, and various Navy Training Sites, worldwide (CDRL items A010).

C.3.6 Equipment. The contractor shall utilize his own computer equipment or, on a not to interfere basis, computer equipment located in the ATRC/CSCS or ACC at NSWCD for the development and maintenance of operator training lessons.

C.3.7 Cost Analysis. The contractor shall produce a cost analysis report upon completion of each developed and/or maintained CAST Lesson that includes as a minimum: costs, labor categories, and hours for each labor category

used for each aspect of the effort including development, maintenance, V&V, documentation and delivery (CDRL item A005).

C.4 CURRICULUM AND TRAINING TOOLS (C&TT) TRAINING SYSTEMS INTEGRATION

C.4.1 Engineering and Analysis. The contractor shall provide assistance in solving problems as they arise with the computer programs, which includes but is not limited to: courseware, Operating Systems (OS), applications, and support in developing and modifying Computer Based Training (CBT) for new baseline development and/or baseline upgrades as required by ATRC.

C.4.2 CBT Development. The contractor shall develop courseware as required by the ATRC. ATRC approval prior to initiation of development is required for each Training Tool (TT) being developed (CDRL item A007). AEGIS TTs shall include, but not be limited to: CBT, ICW, Computer Aided Instruction (CAI), AI, graphics, video, animation, photographs, assignment sheets, job aids, wall charts, and on-demand training required to support AEGIS training. The contractor shall develop production and delivery schedules for each TT (CDRL item A008). For each TT approved for development, the contractor shall develop a Storyboard, Script and flowchart, to the approved Topic Learning Objectives (TLOs) (CDRL item A007). The Storyboard shall be approved prior to development of the TT content, which includes graphics, text, audio, sound effects, and video files as applicable. The contractor shall develop, produce, and install the associated TT content. Each TT shall be installed, tested, and verified at delivery (CDRL items A010 and A004). Each TT shall be developed in accordance with the instructional methods supported and shall be current relevant in respect to MIL-PRF-29612. Each TT shall be completely compatible with current program(s) and operating systems. Any change to currently installed CBT programs, which affect compatibility with CBT developed for ATRC shall be documented and approved for use by the ATRC.

C.4.2.1 CBT Maintenance. The contractor shall develop and life cycle graphics, animations, video, photographs, audio, sound, and job aids utilizing Government Furnished Information (GFI)/Government Furnished Equipment (GFE), in order to support existing and future training requirements. The contractor shall deliver these with their associated media files and documentation to the ATRC. (CDRLs A004, A005, A006, A007, A008, A010, A011 and A013)

C.4.3 Documentation. For each TT, the contractor shall develop and produce an Instructor Guide (CDRL item A004) and Instruction Sheet (CDRL item A012). In addition, the contractor shall maintain a cross-reference of TT to AEGIS Training Level Assignment chart (TLA) line items. The cross-reference data shall include all TTs and provision for future modification of TTs or TLA line items (CDRL item A011). As a minimum, the cross-reference shall be formatted for access to data by specifying either the TT or the TLA line item.

C.4.4 Delivery. The contractor shall provide TT material, graphics, and supporting documentation (CDRL item A004). TTs shall be duplicated and delivered (CDRL item A010). TT Delivery shall consist of the authoring program and courseware on approved media. The contractor shall deliver all developmental materials/documentation (e.g. source, executables, specifications, graphics, etc.) necessary for ATRC to maintain configuration control (CDRL items A004, A007, A010, and A011).

C.4.5 Equipment. The contractor shall utilize its own equipment in the development and initial V&V of CBT courseware. However, ATRC will make available to the contractor the equipment necessary for installation and validation of the courseware content and programs as applicable.

C.4.6 Cost Analysis. The contractor shall produce a Cost Analysis Report (CAR) upon completion of each developed and maintained CBT courseware that includes as a minimum: costs, labor categories, and hours for each labor category used for each aspect of the effort including development and/or maintenance, documentation, and delivery (CDRL item A005).

C.5 TRAINING AND READINESS SUPPORT. The contractor shall provide management plans (CDRL item A001), schedules (CDRL item A008), Training and Engineering Support to the ATRC/CSCS and ATRC/CSCS Detachments in support of AEGIS pre-commissioning and refresher Combat Information Center (CIC) Team Training (CICTT), as well as training in support of additional Surface Combat Systems. This shall consist of

assisting in AEGIS CICTT work-ups, AEGIS CICTT courses, and Lessons Learned Conferences. The contractor shall operate selected console positions and provide post training evaluations and critiques of individual as well as team performance using any/all available analysis and debriefing tools, and training methodologies. The contractor shall provide training support for team training. This support shall include assistance in the use of tactical team, operator, and CBT systems, as well as expertise in the operation and employment of the AEGIS Combat System. Such training shall be conducted at AEGIS/CSCS sites including, but not limited to: ATRC, Dahlgren, VA; CSEDS, Moorestown, NJ; ACSC, Wallops Island, VA; ACC, Dahlgren, VA; and ATRC/CSCS Detachments worldwide. Training shall be conducted aboard ship while In-port or At-sea. Such training shall include AEGIS/CSCS Waterfront, In-port, CEC, Battle Group (BG), Area Air Defense Coordinator (AADC) Training and Engineering, as well as support to the Director of Special Projects as described below.

C.5.1. The contractor shall provide Shipboard In-port and At-Sea Training and Engineering Support to the Waterfront Detachment Officers in Charge (OICs), as directed by ATRC/CSCS Headquarters. This support shall include, but not be limited to the following:

- C.5.1.1 AEGIS Combat Systems Operational Sequencing System (CSOSS) Stage II/III Training
- C.5.1.2 AEGIS Shipboard CICTT
- C.5.1.3 AEGIS Force Air Defense Commander (FADC)/Force Air Defense Warfare Commander (FADWC)
- C.5.1.4 Basic Multi-TADIL Team Training (BMTT)/ Battle Group Multi-TADIL Team Training (BGMTT)
- C.5.1.5 AEGIS Integrated Casualty Control Team Training (ICCTT)
- C.5.1.6 Command Assessment of Readiness and Training (CART)
- C.5.1.7 AEGIS Combat Information Center (CIC) Fundamentals
- C.5.1.8 Limited Team trainers
- C.5.1.9 AEGIS Training Supervisor (TRASUP)
- C.5.1.10 At-sea Exercises
- C.5.1.11 Specialized Briefs
- C.5.1.12 Meetings and Working Groups
- C.5.1.13 AEGIS Combat Training System (ACTS)/BFTT exercise development and validation
- C.5.1.14 AEGIS Staff Training
- C.5.1.15 AN/SQQ-89 Sonar Suite/OBT
- C.5.1.16 AEGIS TRASUP to include BFTT
- C.5.1.17 AEGIS Warfare Coordinators/Commanders
- C.5.1.18 Non-AEGIS Combat Systems

C.5.2. The contractor shall provide Shore-Based Training and Engineering Support to the Wallops Island OIC as directed by ATRC/CSCS Headquarters. This support shall include, but not be limited to the following:

- C.5.2.1 AEGIS Pre-Commissioning (CICTT)
- C.5.2.2 AEGIS Back-fit CICTT
- C.5.2.3 AEGIS TRASUP
- C.5.2.4 System Stress Test
- C.5.2.5 AEGIS New Baseline Training
- C.5.2.6 ACTS/BFTT exercise development and validation
- C.5.2.7 Specialized Briefs
- C.5.2.8 Meetings and Working Groups
- C.5.2.9 BFTT

C.5.3. The contractor shall provide Shipboard In-port and At-sea CEC Training and Engineering Support to the Waterfront Detachment OICs as directed by ATRC/CSCS Headquarters. This support shall include, but not be limited to the following:

- C.5.3.1 AEGIS CSOSS Stage II/III Training
- C.5.3.2 AEGIS Shipboard CICTT

- C.5.3.3 AEGIS FADC/FADWC
- C.5.3.4 BMTT/BGMTT
- C.5.3.5 AEGIS ICCTT
- C.5.3.6 CART
- C.5.3.7 AEGIS CIC Fundamentals
- C.5.3.8 Limited Team Trainers
- C.5.3.9 At-sea Exercises
- C.5.3.10 Specialized Briefs
- C.5.3.11 Meetings and Working Groups
- C.5.3.12 ACTS/BFTT exercise development and validation

C.5.4. The contractor shall provide Battle Group (BG) Training and Engineering Support to the Director of Special Projects (N34). This support shall be conducted In-port and At-sea, to include, but not limited to:

- C.5.4.1 Carrier Battle Group (BG) Training
- C.5.4.2 Specialized Briefs
- C.5.4.3 Meetings and Working Groups

C.5.5 The contractor shall provide Area Air Defense Coordinator (AADC) support to the Director of Special Projects (N34). This support is to be conducted both In-port and At-sea including, but not limited to:

- C.5.5.1 Shipboard AADC Training
- C.5.5.2 Specialized Briefs
- C.5.5.3 Meetings and Working Groups

C.5.6 The contractor shall provide additional support to the Director of Special Projects (N34). This support shall include, but not limited to: training requirements definition, training aids/devices integration and readiness support, recommendations for definition of training systems installation requirements, implementation planning, and emergent technologies for new programs and baselines.

C.5.7 Documentation. The contractor shall provide a Monthly Progress and Status Report IAW CDRL A010. Additionally, the contractor shall provide a written report of every training evolution supported (CDRL Item A002).

C.6 SHORE-BASED TRAINING SYSTEMS SUPPORT. The contractor shall support the various shore-based training systems comprised of simulator and simulation systems which include but are not limited to: ACSIS, Multiple Units Test and Operational Training System (MULTOTS), Multi-Warfare Assessment and Research Systems (MARS), Joint Maritime Coordinated Information System (JMCIS) Trainer, CEC Wrap Around Simulator Program (WASP), Distributive Interactive Simulations (DIS), Radar System Coordinator Environmental Simulator (RSCES), AEGIS Simulation Test and Training System (A-STATS) and Distributed Sensor Stimulation System (DS3). The contractor shall design, develop, V&V, maintain, and coordinate the scenarios using all pertinent sources of tactical data, training objectives, and applicable doctrine to maximize the level of realism for each training event. The contractor shall provide management plans (CDRL item A001), schedules (CDRL item A008), and engineering and analysis services to further simulator integration efforts designed to improve the level of realism in training events. The contractor shall provide operator support to control the simulations during training events. The contractor shall maintain the simulators and the interconnecting devices to ensure proper operation to design limits. Such support may be directed to other sites to include but not be limited to: ATRC, Dahlgren, VA; CSEDS, Moorestown, NJ; ACSC, Wallops Island, VA; ACC, Dahlgren, VA; Surface Warfare Officer School (SWOS), Newport, RI, and ATRC/CSCS Detachments worldwide.

C.6.1 Engineering and Analysis. The contractor shall provide engineering and analytical support to interface with various government/contractor organizations. The contractor shall review specification documents and provide comments to the appropriate Navy Review Team and/or Fleet Project Team. The contractor shall report any computer program problem found during the development and maintenance of scenarios by submitting an AEGIS

TOR or CPR, as appropriate. The contractor shall review and provide comments for related specification changes (SCs), TORs and CPRs to determine the impact on the development and maintenance of scenarios (CDRL item A003). The contractor shall participate in reviews of CPRs. The contractor shall participate in meetings related to the development, maintenance, and enhancement of Shore-Based Training scenarios. The contractor shall participate in meetings of ACMB, NSWC/DL BLMR, and AEGIS CRB. The contractor shall perform analysis, make recommendations, and implement changes resulting from decisions made at these aforementioned meetings. Additionally, the contractor shall provide minutes of these meetings (CDRL items A002). The contractor shall periodically be required to provide on-site engineering support at the ATRC, CSEDS, and ACSC to include but not be limited to: Navy validation of Shore-Based training scenarios and feedback/CPCR analysis.

C.6.1.1 Computer Program Upgrades. The contractor shall provide planning and technical support for the installation of new Shore-Based Training system program upgrades at the ATRC.

C.6.1.2 Developing New Training Systems. The contractor shall perform Shore-Based Training enhancement studies in order to ensure that future training requirements will be satisfied by Shore-Based Training systems (CDRL item A003).

C.6.2 Shore-Based Training Scenario Development. The contractor shall design, develop and/or maintain, perform preliminary V&V, and deliver Shore-Based Training System scenarios. These scenarios shall be in support of SPY standalone, Command and Decision (C&D) standalone, SPY/C&D cluster, C&D/Weapons Control System (WCS) cluster, and SPY/C&D/WCS system configuration. These configurations support the training of individual CIC tactical teams. The contractor shall design, develop and/or maintain, perform preliminary V&V, and deliver the Shore-Based Training System scenarios for operator, team, tactical team, and battle group/force level training (CDRL item A010). For each level of training, there are enabling and terminal objectives which are required to be met. These objectives determine the types of scenario materials required. Additionally, the contractor shall convert existing ACTS and Interactive Simulator System (ISS) scenarios to ACSIS scenarios (CDRL item A004).

C.6.2.1 Shore-Based Training Scenario Maintenance. The contractor shall revise and maintain all developed Shore-Based Training System scenarios. The contractor shall review and provide comments and rationale in a report for each Shore-Based Training System Scenario Request and Feedback (CDRL item A003).

C.6.3 V&V. The contractor shall perform preliminary V&V of the Shore-Based Training System scenarios, using computer equipment located at the ATRC. The contractor shall provide support for final Navy validation of the scenarios at the ATRC, CSEDS, or ACSC. The contractor shall provide support for any additional Navy V&V that may occur at various shore sites to include but not be limited to ATRC, ACC, CSEDS and ACSC. One element of the V&V process shall be to validate the observed scenario events with the prescribed scenario timeline and other pertinent sections of the Scenario Controller Guide (SCG). The contractor shall provide support to ATRC during final Navy validation of the Shore-Based Training Scenarios at these sites.

C.6.4 Documentation. The contractor shall provide a SCG for each Shore-Based Training System scenario. The SCGs shall be delivered in hardcopy binders and on magnetic media in ATRC approved word processing program format with a planned migration to optical media (CDRL item A004). All revisions to documentation are driven by simulator enhancements and training requirements.

- C.6.4.1 Simulator Management Plan
- C.6.4.2 Simulator Operators Handbook
- C.6.4.3 Simulator Scenario Handbook
- C.6.4.4 Simulator Scenario Controller Guide (SCG)

C.6.5 Delivery. The contractor shall deliver tactical team training scenarios on magnetic tape, magnetic disk, or other media as prescribed by the ATRC. The contractor shall provide support to ATRC for ACSIS scenario deliveries to: SWOS, Newport, RI; ATRC, ACC, CSEDS, and ACSC (CDRL items A004 and A010).

C.6.6 Equipment. The contractor shall utilize contractor owned computer equipment or, on a not to interfere basis, computer equipment located in the ATRC, Dahlgren, VA for the development and maintenance of Shore-Based Training System scenarios.

C.6.6.1 Equipment Maintenance. The contractor shall provide VAX/VMS System support to the ATRC.

C.6.6.2 Equipment Operation. The contractor shall provide system operators to support the execution of the Shore-Based Training System scenario program at the ATRC.

C.6.7 Cost Analysis. The contractor shall produce a cost analysis report upon completion of each developed and/or maintained Shore-Based Training System scenario which includes as a minimum: costs, labor categories, and hours for each labor category used for each aspect of the effort, including development, maintenance, documentation, and delivery (CDRL item A005).

C.7 PROCESS IMPROVEMENT

The Contractor shall provide Engineering and Analysis Services in the area of process improvement for all processes within the scope of CSCS/ATRC Learning Asset Toolbox, which includes but is not limited to:

- AEGIS Combat Training System (ACTS)
- Computer Aided Submode Training (CAST)
- Battle Force Tactical Trainer (BFTT)
- Joint Tactical Combat Training System (JTCTS)
- Joint Simulations System (JSIMS)
- Radar System Controller Environmental Simulator (RSCES)
- Distributed Sensor Simulation System (DS³)

as required by the Government.

C.7.1 Documentation. The Contractor shall develop process flows both diagrammatically and written. Additionally, the Contractor shall develop data bases to archive and exploit the data collected by the development and utilization of the Learning Asset Toolbox. The Contractor shall include within the data bases points of interest, such that these points can be collected and measured, providing for analyses of both the Learning Asset, i.e. the tool, and the data resulting from use of the Learning Asset, which may be in the form of but not limited to:

- Test Observation Reports (TORs)
- Computer Program Change Requests (CPCRs)
- Specification Change Requests (SCRs)

The Contractor shall perform analyses, make recommendations as input to the Training Systems/Learning Assets Review Board and implement change resulting as direction from the Training Systems/Learning Assets Review Board.

C.7.2 Metrics Analysis. The contractor shall produce a Metrics Analysis Report (MAR) upon completion of each Learning Asset development phase that includes as a minimum: costs, which shall include hours on task, labor category used for each aspect of the effort, TORs/CPCRs/SCs generated as a result of the effort, characterization of the TORs/CPCRs/SCs that were generated, proposed change in procedure and/or additional analyses that may be required and/or implemented and lessons learned.

C.8 MONTHLY PROGRESS REPORTS

C.8.1 The contractor shall submit a Monthly Progress Report. In addition to the requirements of DI-MGMT-80227 as specified in CDRL A001, the progress report shall reflect both prime and subcontractor data at the same level of detail. The monthly report is comprised of two main areas: a contract summary report and individual Technical Instruction (TI)/work area reports.

C.8.1.1 The Contract Progress Summary - Each contract progress summary shall include the following:

- a. Contract Number, Period of Performance, Total Value
- b. Listing of all contract modifications to include modification number, effective date, and purpose.
- c. A listing in columnar format of all TIs issued to date to include: TI number, title, Government and contractor points of contact, period of performance, negotiated value, amount funded, and total expenditures to date.
- d. Contract-level totals shall be shown and a contract ceiling balance shall be computed.
- e. A listing of all contract Key Personnel to include: name (person originally proposed and subsequent substitution, if applicable).
- f. A list of all correspondence for which a reply has not been received or provided, as appropriate.

C.8.1.2 Individual TI Progress Reports

- a. TI number, title, modifications (include number, date, and purpose), period of performance, contractor and Government Technical Assistant.
- b. Reference each TI numerically and describe each task completed or currently being performed. Include a detailed description of technical efforts to date, schedules, progress made, problems encountered and resolved, recommendations, and planned efforts (both near and long-term).
- c. Schedule/milestone chart(s) if appropriate to the effort.
- d. Expenditures
 - (1) Man-Hours
 - (a) A rectangular coordinate line graph showing planned and actual man-hour expenditures in cumulative format for the TI period. Numerical values shall be identified for the values plotted.
 - (b) Names of all personnel charged to include contract labor category, current charges, and cumulative charges (labor-hours only).
 - (c) A listing, by contract labor category, of all personnel approved for work on the contract. Subcontractor personnel should be identified to the appropriate firm.
 - (2) Dollars
 - (a) A rectangular coordinate line graph showing planned and actual expenditures in cumulative format for the TI period. Numerical values shall be identified for the values plotted.
 - (b) A comparison with total amount invoiced for the corresponding period and explanation for any differences (other than rounding)
 - e. Data deliveries during the period to include title/description, CDRL reference, date due, date delivered, and classification. This data shall be cumulative in the final report for the order.
- f. Classified GFI received during the period to include: title, date received, classification, and disposition. This data shall be cumulative in the final report for the TI.

g. A cumulative listing of GFE provided to include identification of the item, date provided, and date returned. GFE is understood to include those non-consumable material items that are direct-charged to the contract as well as equipment, etc., actually provided by the Government.

C.9 QUARTERLY IN-PROGRESS REVIEW (IPR)

C.9.1 The contractor shall prepare Quarterly IPRs, in accordance with CDRL item A009, to be held at a location mutually agreed upon by the contractor, Contracting Officer's Representative (COR), and Contracting Officer. The Contractor's Quarterly IPR presentation shall contain the following information:

- a. Contract Number, Period of Performance, Total Value.
- b. An organization chart listing all personnel who are currently working under the contract. The chart shall show areas of responsibility and lines of control. The chart shall include and identify subcontractor personnel.
- c. Reference each TI numerically and describe each task completed or currently being performed. Include a detailed description of technical efforts to date, schedules, progress made, problems encountered and resolved, recommendations, and planned efforts.
- d. A graphic depiction of planned and actual labor hours to date, along with planned hours to complete contract requirements. Potential underruns or overruns should be noted and explained.
- e. A graphic depiction of planned, invoiced, and actual dollar expenditures, along with planned expenditures to complete. Potential underruns or overruns should be noted and explained.
- f. Identification of any administrative problems encountered in performance of the contract.

C.10 ANNUAL GOVERNMENT FURNISHED PROPERTY (GFP)/GFE REPORT. The contractor shall submit an annual GFP/GFE report in accordance with CDRL item A013.

C.11 DATA DELIVERABLES. Attachment J.1 provides a master CDRL for this requirement. Individual TIs will reflect their unique data requirements by reference to this document. Specific titles, frequency, due dates, distribution, and other special requirements will be reflected in the TIs. For purposes of this contract, dates specified in TIs for initial and subsequent deliveries, refer to the dates when actual delivery to local ATRC/CSCS distribution is required rather than the date shown on the document and/or its transmittal letter.

C.12 FACILITY ACCESS/GOVERNMENT PROVIDED SPACE.

C.12.1 Facility Access - Performance of this contract will require the contractor to have access to ATRC/CSCS and NSWCDD facilities. The contractor shall comply with such procedures as are established for each of the facilities.

C.12.2 The contractor shall utilize certain Government controlled Information Technology (IT) equipment. The Government will provide access to special applications computer resources on a not to interfere basis located at the ATRC/CSCS, to include but not be limited to the following: Versatile Training System (VTS); Authoring Instructional Materials (AIM); ACSIS, and PCs in support of CAST, BFTT, and ICW lesson development.

C.12.3 Security Clearances. The contractor shall have a SECRET facility clearance. All Key Personnel proposed shall have a SECRET security clearance prior to award of the contract. The contractor shall house and operate GFP/GFE to be located in a space within the contractor's Dahlgren Support Location approved for the processing of SECRET information in accordance with the Contract Security Classification Specification (DD254), Attachment J.2.

C.12.4 Government Provided Space. Government furnished space will be provided for contractor personnel at the following locations. Any changes to these requirements will be specified by contract modification.

<u>Location of Work Space</u>	<u># Persons</u>	<u>Fiscal Year (FY)</u>
ATRC, Bldg. 1520, Dahlgren, VA	12	FY 04-08
ATRC Det, San Diego, CA	3	FY 04
	4	FY 05-08
ATRC Det, Mayport, FL	0	FY 04
	2	FY 05-08
ATRC Det, Pearl Harbor, HI	2	FY 04-08
ATRC Det, Norfolk, VA	6	FY 04-08
ATRC Det, Everett, WA	0	FY 04-05
	1	FY 06-08

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

The contractor shall advise both the ATRC Security Manager and the COR upon separation, whether voluntary or involuntary, of any employees who have been granted access to ATRC/CSCS or NSWCCD directly relating to this contract. The ATRC Security manager will coordinate all badge retrieval and Vehicle Decal removal arrangements for both ATRC/CSCS and NSWCCD.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the

Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or

services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001

INSPECTION AND ACCEPTANCE

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at the destination by the COR.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

DURATION OF CONTRACT PERIOD

This contract shall become effective on the date of the award and shall continue until the end of the term of the last exercised option period, for a maximum of five years or 60 months.

Ddl-F20 RECEIVING HOURS OF OPERATION

All deliveries to the Receiving Officer, Dahlgren Division, Naval Surface Warfare Center, Dahlgren, VA shall be made Monday through Friday from 7:00 a.m. to 2:30 p.m., local time. Deliveries will not be accepted after 2:30 p.m. No deliveries will be made on government holidays.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT ADMINISTRATION PLAN

In order to expedite administration of this contract, the following delineation of functions is provided. The individual/position designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function specified. The names, addresses, and phone numbers for these individuals or offices are as follows:

Procuring Contracting Officer (PCO):

Name: Code XDS12
Address: Naval Surface Warfare Center, Dahlgren Division
17320 Dahlgren Road
Dahlgren, Virginia 22448-5100
Phone: (540) 653-7942; Fax (540) 653-4089

Contract Specialist:

Name: Code XDS129
Address: Naval Surface Warfare Center, Dahlgren Division
17320 Dahlgren Road
Dahlgren, Virginia 22448-5100
Phone: (540) 653-7942; Fax (540) 653-4089

Administrative Contracting Officer (ACO):

Name: [TO BE SPECIFIED IN CONTRACT AWARD.]
Address:
Phone:

Paying Office:

Name: [TO BE SPECIFIED IN CONTRACT AWARD.]
Address:
Phone:

Contracting Officer's Representative (COR):

Name: [TO BE SPECIFIED IN CONTRACT AWARD.]
Address:
Phone:

Alternate Contracting Officer's Representative (ACOR):

Name: [TO BE SPECIFIED IN CONTRACT AWARD.]
Address:
Phone:

(a) Procuring Contracting Officer (PCO) should be contacted for general information and shall perform the following functions:

- (1) Designates the COR. NOTE: COR authority is not redelegable.
- (2) Provide administrative changes to the contract administration plan.
- (3) Maintains the official contract file, ensuring contract ceiling is not exceeded.
- (4) Issues technical instructions, ensuring that each technical instruction is within the scope of the contract.

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

(c) Administrative Contracting Officer (ACO) should be contacted for inquiries/information pertaining to matters specified in FAR 42.302 and DFAR 42.302, except in those areas specifically designated below as the responsibility of the COR.

(d) Paying Office should be contacted for inquiries/information with regard to payment.

(e) Contracting Officer's Representative (COR) should be contacted for inquiries/information pertaining to the following functions:

(1) The COR will act as the Contracting Officer's Representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not a Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract.

(2) Technical advice regarding estimated level of effort and labor mix and/or the cost and need for materials, travel, equipment, etc. for any modifications.

(3) Reports on the contractor's performance and lessons learned.

(4) Certification of the Certificate of Performance/invoice.

(5) Inspection and/or acceptance of the services/deliverables as the official Government representative.

(f) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the Alternate COR.

It is emphasized that only the Contracting Officer (either PCO or ACO) has the authority to modify the terms of the contract; therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, any effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action must be taken by the contractor unless the PCO or ACO has issued a contractual change.

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

Ddl-G12 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within [*] days after award of the contract. The conference will be held at the address below:

Location/Address: [*]

(b) The contractor will be given [*] working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

[*] -- to be specified at contract award

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from ATRC/CSCS when ATRC/CSCS is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract, unless a new requirement is determined to be in the best interest of the Government. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

Ddl-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

(a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.

(b) The amount of each fee installment shall be billed at [*]% of allowable costs. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.

(c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

[*] -- to be specified at contract award]

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [3] copies, to the DCAA contract auditor at the following address:

[To be completed at time of award]

In addition, an information copy shall be submitted to the Contract Specialist, the COR, and the ATRC/CSCS Financial Manager (Code ANED1). Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [] calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.

_____ is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

X shall be provided with each invoice submittal.

_____ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

NOTICE TO CONTRACTOR

A summary document accounting for each ACRN by CLIN and SLIN shall be submitted with each Public Voucher and corresponding invoices.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

Sea 5252.245- NAVSEA 5252.245-9108 Government-Furnished Property SEP 1990
9108 (Performance)

CLAUSES INCORPORATED BY FULL TEXT

MANDATORY REQUIREMENTS

The following are mandatory requirements. Each must be met prior to the award of the contract and all must be maintained throughout the performance of the contract.

1. **Workforce Location:** The key personnel must be located within a one hour average travel time to the appropriate AEGIS Training and Readiness Center/Center for Surface Combat Systems location (Dahlgren, Norfolk, San Diego, Pearl Harbor).

2. **Facility Security Clearance:** The offeror must have a facility within one hour of the ATRC/CSCS with a SECRET security clearance, or be able to obtain a SECRET clearance for a facility within one hour of the ATRC/CSCS prior to 30 September, 2003. Eighty percent (80%) of the key personnel must be located within a one hour average travel time to the appropriate AEGIS Training and Readiness Center / Center for Surface Combat Systems location (Dahlgren, Norfolk, San Diego, Pearl Harbor).

3. **Key Personnel Security Clearances:** Key personnel who will direct charge to this contract must have a SECRET security clearance prior to charging to the contract.

4. **OCI Certification/Mitigation Plan** – The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential organizational conflict of interest.

5. **Minimum Small Business Set-Aside** – The contractor must subcontract a minimum of 20% of the resultant contract with small businesses.

Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

Ddl-H11 CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first [] days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) Any other information requested by the Contracting Officer to enable him/her to judge

whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Ddl-H12 KEY PERSONNEL – POST AWARD ADMINISTRATION

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [insert Contract Specialist's e-mail address] and the Contracting Officer's Representative (COR) [insert COR's e-mail address]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

Ddl-H14 KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires personnel with the following experience:

Experience – The desired experience for each position is listed below; this experience must be directly related to the tasks and programs listed in the statement of work. In addition to the experience listed below, general experience in engineering, computer science, mathematics, physical science, or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the statement of work is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below), as will experience utilizing automated systems, including personal computers/workstations and basic software applications such as word processors, spreadsheets, graphics/presentation packages, databases, and e-mail.

A. PROGRAM MANAGER/ SENIOR ENGINEER

Ten (10) years experience in AEGIS Combat System engineering development to include design, development, test and evaluation, lifetime support maintenance, configuration management, and tactical training. Additionally, demonstrated qualities of leadership and responsibility in DOD Contract Program Management, and demonstrated ability to develop and review combat system elements of design, acquisition and installation plans.

B. SENIOR EXERCISE DEVELOPER

Four (4) years AEGIS shipboard experience including two (2) deployments as CIC watch stander. Additionally, at least four (4) years experience developing multi-threat, multi-warforce scenarios in ACTS, ACSIS, and BFTT.

C. EXERCISE DEVELOPER

Four (4) years of operational experience aboard an AEGIS ship with CIC watch station qualifications.

D. SENIOR SOFTWARE ENGINEER

Five (5) years experience in computer program requirements definition, design, programming, and debugging to include computer-based training applications.

E. SOFTWARE ENGINEER

Three (3) years experience in computer program requirements definition, design, programming, and debugging to include computer-based training applications.

F. COMPUTER SPECIALIST

Four (4) years experience in the set-up and operation of tactical and commercial computer hardware and associated peripherals, to include experience with UYK-43, UYK-44, UNIX based workstations, and Personal computers; operating systems such as ATES, Windows, and Unix.

G. ENGINEER/ANALYST

Three (3) years experience with the AEGIS Combat System Development to include: design, development, test and evaluation, lifetime support maintenance, configuration management, and tactical training.

H. SENIOR INSTRUCTIONAL DEVELOPER (OPERATOR TRAINING SYSTEM SUPPORT)

Eight (8) years experience with the ACS and ACTS to include; system operation, test and evaluation, configuration management, lifetime support maintenance, tactical training, CAST lesson development, with experience in the set-up and operation of tactical and non-tactical computer hardware required to develop, modify, and test CAST lessons.

I. INSTRUCTIONAL DEVELOPER (OPERATOR TRAINING SYSTEM SUPPORT)

Four (4) years experience with the ACS and ACTS to include system operation, test and evaluation, configuration management, lifetime support maintenance, and tactical training, CAST lesson development with experience in the set-up and operation of tactical and non-tactical computer hardware used to develop, modify, and test CAST lessons.

J. SENIOR INSTRUCTIONAL DEVELOPER (COMPUTER-BASED TRAINING SYSTEMS SUPPORT)

Ten (10) years experience in Instructional Design using a systems approach to Computer Based Training, of which two (2) years includes Computer Based Training Systems with emphasis on development of Interactive Courseware, Simulations, associated documentation, and instructor preparation/training.

K. INSTRUCTIONAL DEVELOPER (COMPUTER-BASED TRAINING SYSTEM SUPPORT)

Five (5) years experience in Instructional Design using a systems approach to Computer Based Training, of which one (1) year includes Computer Based Training Systems with emphasis on development of Interactive Courseware, Simulations, associated documentation, and instructor preparation/training.

L. SENIOR AEGIS COMBAT SYSTEMS TRAINING SPECIALIST

Four (4) years AEGIS Combat System shipboard experience including two (2) deployments as a senior CIC watch stander onboard an AEGIS CG or DDG. Additionally, at least six (6) years as an AEGIS Combat System Instructor.

M. AEGIS COMBAT SYSTEMS TRAINING SPECIALIST

Four (4) years AEGIS Combat System shipboard experience including two (2) deployments as a CIC watch stander onboard an AEGIS CG or DDG. Additionally, at least four (4) years as an AEGIS Combat System Instructor.

N. SENIOR TRAINING SPECIALIST

Four (4) years Combat System/Sonar System shipboard experience including two (2) deployments as a CIC or Sonar watch stander onboard an AEGIS or non AEGIS CG, DD/DDG, or FF/FFG. Additionally, at least six (6) years as a Combat System/Sonar System Instructor.

O. TRAINING SPECIALIST

Four (4) years Combat System/Sonar System shipboard experience including two (2) deployments as a CIC or Sonar watch stander onboard an AEGIS or non AEGIS CG, DD/DDG, or FF/FFG. Additionally, at least four (4) years as a Combat System/Sonar System Instructor.

DdI-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All qualifying experience shall be presented in a level of detail that will permit the evaluators to make a clear connection between the experience and both the stated qualifications for the labor category, and its relevance to the Work Statement, as defined by the Key Personnel Staffing Matrix.

Gaps in experience must be avoided and may lead to rejection of the entire resume.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the education and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Contract N00178- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for [*] The following details funding to date:

Total Contract CPFF	Funds This Action	Previous Funding	Funds Available	Balance Unfunded
---------------------------	----------------------	---------------------	--------------------	---------------------

[]

- if LOE enter the number of hours; if completion or supply enter items and quantities.
- To be completed at time of award.

Ddl-H43 REQUIRED INSURANCE

(a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be the total work-hours of direct technical labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The key personnel are considered the technical workforce. Technical support and administrative/clerical support is not considered technical labor for purposes of this provision. However, it is recognized that support hours are required and should be included in the offeror's cost proposal. (The tables below are to be completed by the offeror as part of its proposal.)

	Base Period – CLIN 0001 1 OCT 2003 – 30 SEP 2004			Option I – CLIN 1001 1 OCT 2004 – 30 SEP 2005		
	Regular	Uncomp	Total	Regular	Uncomp	Total

Key Labor Categories	Hours*	Hours**	Hours	Hours*	Hours**	Hours
Program Manager						
Senior Exercise Developer						
Exercise Developer						
Engineer Analyst						
Computer Specialist						
Senior Software Engineer						
Senior Instructional Developer						
Instructional Developer						
Software Engineer						
Senior Training Specialist						
Senior ACS Training Specialist						
Training Specialist						
ACS Training Specialist						

	Option II – CLIN 2001 1 OCT 2005 – 30 SEP 2006			Option III – CLIN 3001 1 OCT 2006 – 30 SEP 2007		
Key Labor Categories	Regular Hours*	Uncomp Hours**	Total Hours	Regular Hours*	Uncomp Hours**	Total Hours
Program Manager						
Senior Exercise Developer						
Exercise Developer						
Engineer Analyst						
Computer Specialist						
Senior Software Engineer						
Senior Instructional Developer						
Instructional Developer						
Software Engineer						
Senior Training Specialist						
Senior ACS Training Specialist						
Training Specialist						
ACS Training Specialist						

	Option IV – CLIN 4001 1 OCT 2007 – 30 SEP 2008		
Key Labor Categories	Regular Hours*	Uncomp Hours**	Total Hours
Program Manager			
Senior Exercise Developer			
Exercise Developer			
Engineer Analyst			
Computer Specialist			
Senior Software Engineer			
Senior Instructional Developer			
Instructional Developer			

Software Engineer			
Senior Training Specialist			
Senior ACS Training Specialist			
Training Specialist			
ACS Training Specialist			

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each Contract Line Item Number (CLIN), the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) certification setting forth the number of man-hours (compensated and uncompensated) expended in each contract labor category; (2) a calculation of the final fee in accordance with this clause and Section G – FINALIZED FIXED FEE; (3) the Contractor's estimate of the total allowable costs incurred; (4) a breakdown of other costs incurred; and (5) in the case of a cost under run, the amount by which the estimated cost of this CLIN may be reduced to recover excess funds (include breakdown by Accounting Classification Reference Number (ACRN)). All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions signed by the Contracting Officer specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.227-14	Rights in Data--General	JUN 1987
52.227-15	Statement Of Limited Rights Data And Restricted Computer Software	MAY 1999
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984

52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995

252.239-7000	Protection Against Compromising Emanations	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(a)(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may

require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed—

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract, and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for--

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be

reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall--

- (1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;
- (2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
- (3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of clause)

52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract or

(ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all

Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(6) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
 - (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee;	(1) 50	(1) 50	(1) 25	25

excludes other fixed-price incentive contracts)				
Incentive (fixed- price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost- reimbursement (includes cost- plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this

contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.acq.osd.mil/dp/dars>

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

- (1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;
- (2) On the board of directors of any DoD contractor or first-tier subcontractor;
- (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
- (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
- (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

- (1) Suspension or debarment;
- (2) Cancellation of the contract at no cost to the Government; or
- (3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

- (1) The person involved;
- (2) The nature of the conviction and resultant sentence or punishment imposed;
- (3) The reasons for the requested waiver; and
- (4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 – Value Engineering Guide, 3 pages

Attachment J.2 – Contract Data Requirements List, DD1423, 13 pages

Attachment J.3 – Contract Security Classification Specification, DD254, 4 pages

Attachment J.4 – Government Furnished Property, 1 page

Attachment J.5 – Past Performance Questionnaire, 4 pages

Ddl-J20 ATTACHMENT [1] - VALUE ENGINEERING GUIDE

Navy Value Engineering Guide for Contractors

1. Introduction.

The Navy has revitalized its Value Engineering (VE) program based on direction from the highest levels within the Department. This renewed VE effort is evident in the annual VE savings goals and training requirements already promulgated throughout the Navy Contracting System. To monitor and enhance the effectiveness of this initiative, the achievement of VE objectives has been incorporated, where appropriate, into Navy personnel performance appraisals. The policy of realizing maximum VE application in Navy contracts is being implemented and carefully reviewed throughout all levels of the Department of the Navy. However, to ensure this program's success, the active support, cooperation, and participation of the contractor community is required. We strongly invite your interest and involvement in the VE program, and believe that the mutual benefits realized thereby will be readily apparent in the following overview of VE methodology and procedures.

2. Definitions, Policy and Procedures.

a. VE is a process of systematically analyzing functional requirements to achieve the essential functions in the most cost effective manner consistent with requisite performance, reliability/maintainability, and safety standards. It shares the same basic objectives and philosophy as other value improvement terms such as Value Analysis, Value Control, Value Management, etc. As a management discipline, VE has been successfully applied across the entire spectrum of the acquisition and support process. Its application is not and should not be limited by the term "engineering" to hardware design and production. VE is a fundamental approach which challenges even basic premises (including the need for the product's existence) in light of viable substitutes. Because of this perspective, VE may be applied to systems, equipment, facilities, procedures, methods, software and supplies. VE's application in these various areas has resulted in more suitable products, cost savings and increased profits to the contractors.

b. Contractors participate in the Navy VE program by two (2) means:

(1) Voluntarily suggest methods for performing more economically and share in any resulting savings. Known as the "incentive" approach.

(2) Comply with contract clauses which require a specific program be established to identify and submit to the Government methods for performing more economically. This requirement is incorporated as a separate priced line item of the contract and must meet minimum requirements of MIL-STD-1771. Known as the "Program Requirement" or "Mandatory" approach.

c. Basic policies for the VE program are set forth in FAR 48.102. Key features include:

(1) Agencies shall provide contractors a substantial financial incentive to develop and submit VECP's.

(2) Agencies shall provide contractors objective and expeditious processing of VECP's.

(3) Agencies shall encourage subcontractors to submit VECP's by requiring the prime to incorporate VE clauses in appropriate subcontracts.

(4) VE incentive payments do not constitute profit or fee within the limitation imposed by 10 U.S.C. 2036(d) and 41 U.S.C. 254(b).

d. VECP's can significantly increase profit. Contractors may share up to 55% of net savings, 50% of royalties and 20% of annual collateral savings when their cost reduction idea are adopted.

e. VE program output can be considerably improved through the formal training of the personnel involved. Such training is available on-site from private VE consultants and varies from straight classroom instruction to actual "hands-on" in-house VE projects guided by the instructor. This type of training may be tailored to the company's needs. The Government has two VE courses available. The "Contractual Aspects of VE" (CAVE), taught by the United States Air Force Institute of Technology School of Systems and Logistics at Wright Patterson Air Force Base; and the "Principles and Applications of VE" (PAVE), taught by the Army Management Engineering Training Activity at Rock Island. Both the CAVE and PAVE courses are open to Government contractor personnel on a space available basis and attendance is encouraged.

3. VE Methodology.

It is unnecessary for contractors to "reinvent the wheel" by making large investments of time/energy/money to develop formal VE analysis techniques. A formal methodology consisting of seven (7) distinct elements has already been developed, tested and proven in extended use over the years. This methodology (as shown in the DOD Manufacturing Management Handbook for Program Managers) may be applied from the component level up to and including entire systems. In specific cases, some elements may be considered "givens" and rigidly following the elements in sequence may not be necessary. These seven (7) elements are :

(1) VE Project Selection - The choice of system, service, hardware, component, requirement, etc., for VE application.

(2) Determination of Function - Analysis and definition of the function of the selected VE project to answer the question. "What does it do?" The function itself may be questioned (i.e., is it necessary?).

(3) Information Gathering - Collection and assembly of all necessary information concerning the VE item selected. Allows the VE personnel to become intimately familiar with the item while answering the questions, "What does it cost?" and "What is this function worth?"

(4) Development of Alternatives - Perhaps the most important element of the seven. Where an alternative is being sought, the use of free imagination, tempered with experience, will develop the best ideas. In initial "brainstorming" sessions, all ideas, even the wildest, should be duly recorded and considered. Don't constrain yourself to a conservative approach at this time. This element will provide an answer to the question, "What else can perform this function?"

(5) Analysis of Alternatives - Through this analysis, it is possible to "weed out" those ideas which appear technically or financially unfeasible. This analysis permits the selection of an alternative(s) for further feasibility

testing based on the resulting cost estimates. This element answers the question, "What is the cost of the alternative(s)?".

(6) Feasibility Testing and Function Verification - Determines that the selected alternative(s) can perform the required function and are technically feasible. A variable alternative must provide the essential functional performance and be capable of being implemented. This element provides answers to the questions, "Are the alternatives technically feasible?" and "Does the alternative provide the essential function?".

(7) Preparation and Submission of Proposals - The final section, documentation and formal VECF preparation of the alternative. The VECF must be prepared and submitted in accordance with the requirements of the contract.

Additional detailed guidance in utilizing formal VE methodology may be found in DOD Handbook 5010.8-H "Value Engineering" as well as in courses called out in paragraph 2e above.

4. Sharing Mechanisms.

VE shall be implemented in Navy contracts by clauses identifying either the "incentive" or "mandatory" methods discussed in paragraph 2b above. The following table summarizes possible sharing arrangements under the different methods and by type of contract.

GOVERNMENT/CONTRACTOR SHARES OF NET ACQUISITION SAVINGS (figures in percent)

Sharing Agreement

Incentive (Voluntary)	Program Requirement (Mandatory)			
	Instant contract rate	Concurrent and future rate	Instant contract rate	Concurrent and future rate
Fixed-price (other than incentive)		50/50	50/50	75/25
Incentive (fixed-price or cost)		*	50/50	* 75/25
Cost-reimbursement (other than incentive)		75/25	75/25	85/15 85/15

*Same sharing arrangements as the contract's profit or fee adjustment formula.

**Includes cost-plus-award-fee contracts.

A contractor may be entitled to share in VE savings in two (2) different ways. The first results from savings on the acquisition of the product. Acquisition savings may accrue on your current contract, on other concurrent contracts where the VECF savings applies and on future contracts which incorporate the VECF. The other type of savings is collateral savings. Collateral savings are those in any other area such as logistics support, operations or other ownership savings which accrue to the Government as a result of accepting a VECF. The contractor is entitled to share in both acquisition savings and collateral savings. The extent of the sharing and types of savings shared are to

be negotiated on a case-by-case basis depending on the nature of the VECF and subject to the sharing limits of the above table.

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.219-22 Small Disadvantaged Business Status

OCT 1999

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$23M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42

U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End ProductsLine Item NumberCountry of Origin (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile: _____

Email: _____

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be **DO** rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative,

if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: K.B. Hall, Contracting Officer, NSWCDD, Code SD12, 17320 Dahlgren Road, Dahlgren, VA 22448-5100.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/>

<http://www.acq.osd.mil/dp/dars>

Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

(a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

(1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete the fill-ins in Section(s) [], complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.

(2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

(b) TECHNICAL PROPOSAL

(1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

(2) The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. The technical proposal shall not exceed [] pages in its discussion of management, technical, corporate experience, personnel and facilities, except that additional pages will be allowed for resumes and matrices.

(3) Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

(4) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.

(5) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.

(6) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

(c) COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

	Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	1	1
Volume II, Oral Presentation Viewgraphs	1	8
Volume II, Technical /Management Proposal	1	8
Volume III, Cost Proposal	1	2

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

Ddl-L24 ORAL PRESENTATION – TECHNICAL AND MANAGEMENT UNDERSTANDING/CAPABILITY

(a) General

Offerors shall make an oral presentation to demonstrate their Technical and Management understanding and capability for this requirement. The presentation shall be followed by a question and answer session. Neither the oral presentation nor the question and answer session will constitute discussions, nor will they obligate the Government to conduct discussions. The following paragraphs provide the rules/requirements for the oral presentation.

(b) Viewgraphs/Slides

(1) The offeror may make the oral presentation from hardcopy viewgraphs or from electronic media (PowerPoint, etc.). The original hardcopy transparencies or the original diskette of the electronic media of the oral presentation shall be submitted in a sealed package, that is submitted with the offer. These transparencies (or diskette) will be held by the Contracting Officer in the sealed package and will be provided to the offeror immediately prior to the start of the Oral Presentation. No other transparencies/diskette may be used during the Oral Presentation. Following the Oral Presentation, the Contracting Officer will retain the original transparencies/diskette. Following contract award, the original transparencies/diskette will be returned, if desired, to the offeror.

(2) Paper copies of the Oral Presentation transparencies. A separate package shall contain eight (8) paper copies of the transparencies/slides. These paper copies, submitted with the offer, will be opened by the Government and will be provided to the Government evaluators for study prior to receiving the Oral Presentation.

(c) General presentation Requirements

(1) Offerors must clearly demonstrate an understanding of Navy policies and procedures and all requirements covered in the RFP. The presentation must be specific, detailed, and complete. The offeror shall clearly demonstrate that he has a thorough comprehension of the Navy's requirement, has the technical capability and competence to fully perform the requirements described in the statement of work, and has the management resources and expertise to successfully carry out a contract of this type. Previously submitted data or prior experience presumed to be known to the Government (e.g., previous contracts performed for the Government) should not be relied upon by the offeror.

(2) The overall quality of the presentation will be evaluated in the context of being representative of the offeror's capabilities. Superfluous material or material which is not directly related to this acquisition should not be presented.

(d) Scheduling Oral Presentations

(1) To assist the Government in scheduling evaluators' time as well as presentation facilities, offerors that intend to submit a proposal as a prime (and make an Oral Presentation) are requested to submit a written non-binding notice of intent to the Contract Specialist, at the address shown in block 7 of the SF33, by facsimile to (540)653-4089 not later than 10 working days prior to the solicitation closing date.

(2) Oral Presentations will be scheduled to begin not earlier than [5] working days after the solicitation closing date. The order of presentation will be determined by random drawing by the Contracting Officer. No presentation will be scheduled on a Monday or on any day following a Federal holiday. Offerors will be notified of the date, time and location of the Oral Presentation within [3] working days after the closing date of the solicitation. The Navy reserves the right to reschedule the offeror's Oral Presentation at the discretion of the Contracting Officer. The offeror must make the Oral Presentation on the date scheduled in order to be considered for award.

(3) The Oral Presentation shall not exceed [3] hours in length, not including two 10 minute breaks during the presentation. The presentation will be followed by an approximate [1 ½] hours break and then the question and answer session. The oral presentation will be made in the Government's facility. The Government will provide and set up the necessary viewgraph projector and screen. If the offeror elects to use electronic media, the offeror shall be responsible for furnishing all equipment (not including screen) for making the presentation. The presentation schedule will be included in the date notification given the offeror. The presentation schedule is anticipated to be similar to the one shown below:

0800 Presentation room opened
0805 Sealed transparencies opened
0810 Presentation begins
break(s) (20 minutes total)
1130 Presentation ends, break begins
1300 Question and answer period begins

(e) Rules for the Oral Presentations

(1) The time limit for the Oral Presentation will be strictly enforced. The offeror is responsible for keeping track of the remaining time.

(2) There is no limit to the number of transparencies/slides in the Oral Presentation; however, only those transparencies/slides presented will be considered for evaluation purposes.

(3) Offerors are limited to the use of pre-prepared overhead transparencies/slides only. The transparencies/ slides and hard copies thereof shall be consecutively numbered. During the question and answer session, the contractor may "create" new transparencies through the use of blank transparencies and markers.

Necessary materials shall be provided by the contractor. The Contracting Officer will retain these original transparencies.

(4) Presenters shall be senior level Key Personnel the offeror will actually employ to perform the work under the prospective contract and shall include the proposed Program Manager. The offeror is encouraged to have proposed subcontractor personnel participate. The same presenters shall be present for the question and answer session and shall address questions directed to them. In addition to the presenters, offerors may also have no more than one additional person attend as an observer. This individual will not be seated near the presenters during the presentation or the subsequent question and answer session and will make no verbal, written, or other contact with the presenters. A list of presenters and observer's names (to include corporate affiliation and title) shall be provided with submission of the hardcopy transparencies/ slides. If any last minute substitutions are necessary, an updated list of presenters shall be provided to the Government prior to the start of the presentation. No substitutions (of presenters or observers) will be allowed between the oral presentation and the Q&A session.

(5) The presentation will not be recorded. Neither the Navy nor the offeror will videotape or use audio or video recording devices of any kind.

(6) The presentation shall not address cost or fee. Information submitted as part of the written portion of the proposal need not be repeated in the presentation.

(7) The Navy will not ask questions during the Oral Presentation; however, questions will be asked during the question and answer session.

(8) The Navy will not inform offerors of their strengths, deficiencies or weaknesses during the presentation.

(9) An invitation to make an oral presentation does not constitute a determination that the offeror has been determined to be in the Competitive Range.

(f) Organization and Minimum Content of the Oral Presentation – In order to facilitate evaluation, it is desired that the Oral Presentation be structured into [two] primary components: Technical Understanding and Management.

(1) Technical Understanding/Capability – The offeror shall demonstrate his understanding of the requirements for and technical capability to accomplish tasking under this contract by providing his approach to the following:

(a) Technical Approach - This factor consists of a technical scenario to give offerors the ability to demonstrate their understanding of the ATRC/CSCS technical and training requirements, and how their skills will be used to accomplish these requirements as they relate to the RFP.

1. Background – The ATRC/CSCS is the Program Executive Office Integrated Warfare Systems (PEO IWS) agent responsible for Training and Readiness of Officer and Enlisted personnel associated with the AEGIS Weapon System (AWS), AEGIS Combat System (ACS), ARLEIGH BURKE Class Guided Missile Destroyers (DGG 51 Class), TICONDEROGA Class Guided Missile Cruisers (CG 47 Class). These responsibilities include training officer and enlisted personnel in the knowledge and skills required to maintain competency and proficiency in AWS/ACS management, operations, maintenance, tactical decision-making, and communications. The command also defines functional requirements for AWS/ACS embedded training and assists in ensuring that new AWS/ACS baselines can meet Fleet readiness, operational, training, and maintenance requirements. Based on feedback from the Fleet, the command addresses operational and maintainability issues of in-service AEGIS ships so future training and new system designs and upgrades meet Fleet needs. ATRC/CSCS also trains surface combatant, Navy, Joint, Staff and Allied personnel in joint battle group force air defense operations and tactics, and performs other functions and tasks assigned by higher authority. In addition to the execution of near term training objectives and representation of

the warfighter in the design process, ATRC/CSCS is also responsible for long-term planning and coordination with NAVSEA sponsors with respect to the development of training curricula, materials, equipment and instructors for future baselines and the acquisition and delivery of embedded operator training programs to the Combat System Engineering Agent (CSEA).

2. Over the next five years, ATRC/CSCS will be faced with a number of major issues which include:

- Continued AWS development for baselines 7P1, 7P1R, OA, SSDS MK 2, and SQQ-89. ATRC/CSCS must represent the warfighter throughout these developments. Furthermore, the ATRC/CSCS must prepare to train these baselines in a timely manner.
 - Refinement of operation and maintenance philosophies for COTS processors. ATRC/CSCS must clearly understand the associated training requirements, and plan and execute the associated training strategy. Execution of near term and future training requirements. Given fleet introduction and fleet modernization schedules, ATRC/CSCS must evolve existing curricula, training suites and staffs to meet student throughput requirements.
 - Identification, integration and effective utilization of evolving technology. During the maintenance phase of ICW, CBT, and Simulations (courseware), the offeror must recognize technology advances which, would be applicable to existing courseware making recommendations for utilization and application within the ATRC/CSCS electronic classroom environment.
 - Define requirements for training at battle group levels. With increasing emphasis on interoperability, force air defense, and land attack, ATRC/CSCS must anticipate introduction of evolving warfighting capability, define training requirements, and develop training strategies to best meet the needs of the fleet.
 - Distributed Engineering Plant (DEP). The ATRC/CSCS must be prepared to participate in DEP battlegroup interoperability tests as well as other major joint simulations and training events.
 - Weapon System simulation/stimulation advances including transition to High Level Architecture (HLA).
3. Offerors shall present their approach to managing their efforts over the initial 18 month period of performance such that these and other issues affecting ATRC/CSCS are comprehensively addressed across all areas of the SOW.

This presentation shall address:

- The offerors understanding of the issues that affect ATRC/CSCS;
 - The proposed technical efforts across the SOW, their direct application to these issues, and their inter-relationships;
 - The major milestones, reviews, and other meetings associated with these issues including objectives, offerors participation, and proposed products;
 - The offerors role in addressing these issues including the assignment of staff and delivery of products.
 - The proposed management and technical efforts associated with the coordination of contractor efforts to ensure effective communication and utilization of resources across the contractor team.
- The proposed management and technical efforts related to the coordination of these efforts with ATRC/CSCS technical and management staff to ensure efforts are comprehensively planned, effectively executed, and adequately monitored.

(b) Management Approach – The offeror shall demonstrate its management capability by presenting a Management Approach which shall include as a minimum, the following:

- (1) Project Organization, Subcontracting and Teaming Agreements
- (2) Start-Up Plan
- (3) Cost Control, Tracking, and Reporting
- (4) Personnel Staffing and Retention
- (5) Facilities, Resources, and Utilization of GFE

(1) Project Organization, Subcontracting, and Teaming Agreements

The offeror shall identify (by name) the Program Manager and Technical and Contracting points of contact along with detailed descriptions of their responsibilities and authorities. The offeror shall define its corporate structure with an organizational chart and staffing plan which shows: (a) the planned location and visibility of this work effort within the offeror's organization; (b) the relationship to and location of the organizational unit responsible for administration/negotiation to the technical performance unit; and (c) the specific organization the offeror plans to implement upon contract award including the location and proposed assignments and responsibilities of each Key Person and the management of personnel located at remote sites.

If subcontracting or teaming is proposed, the offeror shall describe those areas to be subcontracted or teamed and a description of the offeror's processes/techniques to manage contract performance (technical, schedule, and cost). (Note: The offeror is required to provide a written subcontracting or teaming agreement signed by both the offeror and planned subcontractor or team member(s) showing agreement as to the work areas to be subcontracted, the projected labor categories to be furnished, and the level of effort to be provided.)

The offeror shall describe its internal management lines of communication, proposed reporting techniques, and how it will maintain close liaison with the COR/TA's.

(2) Start-Up Plan

The offeror shall describe its start up plan and explain how immediate and full performance will be achieved upon the contract effective date. The offer shall describe the transition process in detail including all steps the offeror intends to take in order to assume responsibility from the incumbent contractor. Emphasis is placed upon a seamless transition which will minimize disruption of ATRC/CSCS operations. The Start-Up plan shall be consistent with the offeror's technical presentation, cost proposal, and the facilities and personnel staffing plans.

(3) Cost Control, Tracking, and Reporting

The offeror shall describe its internal control procedures for controlling the quality and timeliness of contract deliverables including those prepared by subcontractors. The offeror shall explain its cost control, tracking, and reporting system. The offeror is expected to have an active program to minimize direct and indirect costs which is capable of tracking costs. The offeror shall describe its system for providing accurate and timely progress reports and Quarterly In-Process Reviews. The offer shall describe its method of controlling indirect burden rates and show evidence of the effectiveness of the control program over the last three years.

(4) Personnel Staffing and Retention

The offeror shall present its plan to locate and hire non-key personnel. The offeror shall discuss how key and non-key personnel will be prepared, and made ready to perform, as of the contract start date. Personnel performing under this contract must be cleared to the SECRET level. The offeror shall discuss its security procedures and how it will provide adequate numbers of cleared personnel to perform the contract. The contractor shall present its personnel augmentation plan which will provide the offeror the ability to respond

to work load fluctuations and replace the loss of key and non-key personnel. The offeror shall describe the function and location of any support staff personnel proposed for direct charge to the contract.

The offeror shall present its manpower loading proposal which will align workforce, both key and non-key personnel, with the specific contract requirements as expressed in the Statement of Work. The contractor shall explain how the proposed key personnel are applied to the contract work and why the qualifications of these particular key personnel are a good fit with the contract requirement. The offeror shall discuss the plans and practices, which it uses to locate and retain highly qualified personnel while ensuring that performance is conducted in a non-personal manner. The offeror shall discuss how its proposed personnel management practices have been successful in the past.

(5) Facilities, Resources and Utilization of GFE

The offeror shall describe the facilities that will be applied to performance of the contract. The offeror shall present its plan to acquire, setup, equip, and operate appropriate office spaces. The offeror shall discuss the proposed equipment, networks, and communications which will be installed in its facility and how they will support contract performance.

The offeror shall state if the facility will be obtained from or occupied by a subcontractor or team member and describe how the facility will be shared. A substantial amount of Government Furnished Equipment (GFE) will be provided. The offeror shall explain how the GFE will be set up and utilized.

Ddl-L26 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – PERSONNEL, PAST PERFORMANCE, AND MANDATORY REQUIREMENTS

The offeror's written technical proposal should address the following:

- (1) Key Personnel Staffing Matrix
 - (2) Key Personnel Resumes
 - (3) Subcontracting/Teaming/Consulting Agreements
 - (4) Past Performance
 - (5) Mandatory Requirements
- (1) **Key Personnel Staffing Matrix** - The offeror shall submit a summary matrix of Key Personnel. This matrix will be evaluated against both the resumes and the SOW for consistency. The following information shall be submitted:
 - (a) Proposed individuals name
 - (b) Labor category
 - (c) Percent available under resultant contract
 - (d) Experience
 - (e) Section(s) of the SOW proposed to support, including primary work location
 - (f) Section(s) of the SOW in which named individual possess experience
 - (g) Identification of Key Personnel on another contract (yes or no). If yes, provide the contract number(s) and the percentage of time obligated under each contract
 - (h) Resume page number
 - (2) **Key Personnel Resumes** – Resumes shall be prepared in the format specified in Section H. Each resume must designate its applicable primary work section of the Statement of Work (SOW). Thirty one (31) resumes are required to cover 47% of the Sixty six (66) key personnel man-years of the Base Period. These 31 personnel shall be proposed as full time, and are listed by category, location, applicable primary work section/Work Breakdown Structure (WBS) and paragraph of the Work Statement. The minimum number

of resumes to be submitted for each Key Person contract labor category is shown in the following table. The number of resumes specified is based on the assumption that each individual will be available on a full-time basis. If this is not the case, and a proposed Key Person will be available only on a part-time basis, additional resume(s) are required to equal the equivalent of a full-time person. To facilitate evaluation, the volume containing resumes shall be page numbered and there shall be a Table of Contents showing the page location of each resume. Resumes shall be alphabetical by contract labor category.

<u>Key Labor Category</u>	<u>Number of Resumes</u>	<u>Primary SOW work section/WBS</u>	<u>Work Statement Paragraph</u>	<u>Work Location</u>
Program Manager	1	Entire Contract	ALL	Dahlgren
Sr. Exercise Developer	2	1 Shore Based/1 Tactical Team & Operator	C.6 / C.2 & C.3	Dahlgren
Exercise Developer	3	1 Shore Based/2 Tactical Team & Operator	C.6 / C.2 & C.3	Dahlgren
Engineer Analyst	2	1 Tactical Team & Operator/1 C&TT	C.2 & C.3 / C.4	Dahlgren
Computer Specialist	4	3 Shore Based/1 Tactical Team & Operator	C.6 / C.2 & C.3	Dahlgren
Sr. Software Engineer	1	1 Tactical Team & Operator	C.2 & C.3	Dahlgren
Sr. Instructional Developer	2	1 Tactical Team & Operator/1 C&TT	C.2 & C.3 / C.4	Dahlgren
Instructional Developer	3	2 Tactical Team & Operator/1 C&TT	C.2 & C.3 / C.4	Dahlgren
Sr. Training Specialist	2	Fleet	C.5	Dahlgren-1/Norfolk-1
Sr. ACS Training Specialist	4	Fleet	C.5	San Diego-2/Norfolk-1/Pearl Harbor-1
Training Specialist	1	Fleet	C.5	Norfolk-1
ACS Training Specialist	6	Fleet	C.5	San Diego-1/Norfolk-4/Pearl Harbor-1
Number of Required Resumes	31			

The cutoff for experience claimed shall be the closing date of the solicitation. Resumes without the certification required in Section H may be unacceptable and may not be considered. The employee and offeror certifications shall be dated after the issue date of this solicitation.

If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and the agreed to annual salary.

- (3) **Subcontracting/Teaming/Consulting Agreements** – A copy of any subcontracting/teaming/consulting arrangements proposed to fulfill any direct charged part of the contract shall be provided. It shall be signed by both the offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (Key and Non-Key) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal.

(4) Past Performance

(a) The proposal shall contain information concerning the offeror's experience in performance of contracts for similar services of the variety and magnitude set forth in the RFP. This information should include data as to the scope of work required under such contracts, the term of those contracts, number and types of personnel furnished, the contracting agencies/offices that awarded the contracts, applicable contract numbers, and any other applicable information. Information regarding past performance may be obtained from several sources, as indicated below.

(b) Past Performance Reference List

(1) All offerors shall prepare and submit a Past Performance Reference List as part of the written Technical Proposal. The Past Performance Reference List shall contain the following information for each relevant contract completed within the last three years and those currently in progress:

- (i) Contract Number
- (ii) Contract Amount/Value
- (iii) Description of Work Performed to include approximate number of direct man-years per year provided.
- (iv) Identification of the Statement of Work functional area(s) (e.g., C.xx -- XXXXX) for which the referenced contract demonstrates past performance.
- (v) Note if performed as a prime or subcontractor
- (vi) Name, title, address, and phone number of person to whom the questionnaire was mailed.
- (vii) Name, address and phone number of the Contracting Officer and of the COR
- (viii) Date the questionnaire was mailed and a list of all recipients of the questionnaire..

(ix) If submitting a proposal for subject acquisition as a prime contractor, the offeror is encouraged to include Past Performance reference(s) where they performed as a prime contractor. If subcontractors are proposed for subject acquisition, the offeror is encouraged to include Past Performance reference(s) where they, as the prime contractor, subcontracted a portion of the effort. Further, if subcontractors are proposed for this requirement, past performance references may be cited for current and previous customers of the proposed subcontractors.

(c) Contract Listed in CPARS. The Government intends to review Contractor Performance Assessment Reporting System (CPARS) data and other existing past performance rating on relevant contracts.

(d) Contracts Not Listed in CPARS – Past Performance Questionnaire

(1) The offeror is responsible for the distribution of all Past Performance Questionnaires (Attachment J.11). Questionnaires should be distributed not later than 7 days after receipt of the solicitation. It is in the offeror's best interest to do a thorough and prompt job of distributing the Past Performance Questionnaires.

(2) The offeror shall send a copy of the questionnaire directly to the COR for all relevant contracts completed in the last three years and contracts currently in progress. The offeror shall request the recipients of the questionnaire to complete the document and forward it to the Government Contracting Officer at the following address:

Contracting Officer
Naval Surface Warfare Center, Dahlgren Division
Attn: Code XDS12
17320 Dahlgren Road
Dahlgren, VA 22448-5100

(3) The Navy will attempt to contact those offices which do not respond to the questionnaire based upon the information in the Past Performance Reference List.

(e) All offerors may provide any other information regarding their past performance of contracts similar to the Government's requirement that they would like the Government to consider. Such information may be in the nature of :

(1) Additional information which the Government has readily available, for example, a synopsis of data in the CPARS system;

(2) Information which the offeror considers essential to the Government's evaluation of Section M factors and/or subfactors; or

(3) Explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence.

(f) For offerors that are large businesses, the offeror shall provide a chart with narrative that provides the extent of prior use of small, small disadvantaged, and women-owned businesses as subcontractors. In addition, provide a copy of the SF294 for each contract listed in the Past Performance Reference List with a value in excess of \$500K. For completed contracts, provide the final SF294; for contracts in process, provide the SF294 for the latest reporting period.

(g) Past performance will be used as both an evaluation factor and as a source of information for a responsibility determination. Offerors that do not have relevant past performance may base the questionnaires on work performed by the proposed Key Personnel. The cutoff date for receipt by the Government of responses to the questionnaire is two weeks after the closing date of the solicitation. Offerors are encouraged to provide information on problems encountered on the identified contracts and the offeror's corrective actions taken.

(5) Contract Mandatory Requirements - The contractor shall address his ability to (or plans for meeting at time of award) meet each of the contract mandatory requirements as discussed in Section H, MANDATORY CONTRACT REQUIREMENTS.

Ddl-L32 COST PROPOSAL – SPECIFIC REQUIREMENTS – COMPLEX COST REIMBURSABLE CONTRACTS

(a) General

(1) The offeror's cost proposal shall be prepared and submitted in accordance with the following requirements. The format and content requirements provided herein apply equally to both the prime contractor as well as any subcontractors/team members/consultants.

(2) An offeror's proposal is presumed to represent the best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and estimated cost-plus-fixed-fee should be explained in the proposal. For example, if a corporate policy decision has been made to absorb a portion of the estimated cost-plus-fixed-fee, that should be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and the ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

(3) The cost proposal shall be prepared indicating cost elements and subtotals for each contract CLIN per year and a total for the entire contract. Submit spreadsheets showing all cost elements and calculations in hard copy and on 3.5" diskette in a Microsoft Excel format.

(4) Number all pages in the Cost Proposal (including all appendices or attachments). Provide a table of contents. Also, provide a Compliance Matrix which cross references the Cost Proposal to the solicitation content requirements. No information submitted for evaluation in the Cost Proposal shall be printed in a type font smaller than 10. This includes pricing spreadsheets.

(5) Provide the name, address, and telephone number of the cognizant Government Audit Agency Office and Contract Administration Office. Provide the date of your current Disclosure Statement and the date it was approved. If you have an approved purchasing system, provide the date of the last review, date of approval if different, and the Government point-of-contact who did the review.

(6) If the offeror has been authorized to submit invoices directly to the Paying Office, provide a copy of the authorizations from DCAA and the ACO.

(b) Detailed Instructions by Cost Element

(1) Direct Labor

(i) In order to evaluate all proposals fairly, offerors are directed to provide proposed costs based on utilization of the direct technical labor categories stated in Section H. Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal. The labor categories/man-years contained in Section L of this solicitation are based on the assumption that individuals/resumes identified at time of award will continue to be made available throughout the life of the contract. Failure to submit a consistent labor mix may be interpreted as the offeror's intention to substitute lesser-qualified personnel for original Key Personnel. Offerors shall, therefore, provide a detailed explanation for any significant changes in labor mix by contractor category, solicitation labor category, and contract year.

(ii) It is estimated that the following effort will be required by the contractor for performance of the work specified herein. Offerors shall base their Cost Proposals on the labor mix shown in the following chart:

Labor Category	TOTAL ESTIMATED SUPPORT IN MAN-YEARS					
	Base Year	Option I	Option II	Option III	Option IV	Total
Program Manager	1.0	1.0	1.0	1.0	1.0	5.0
Senior Exercise Developer	4.0	4.0	4.0	4.0	4.0	20.0
Exercise Developer	8.6	8.6	8.6	8.6	8.6	43.0
Engineer Analyst	3.2	3.2	3.2	3.2	3.2	16.0
Computer Specialist	9.9	9.9	9.9	9.9	9.9	49.5
Senior Software Engineer	1.3	1.3	1.3	1.3	1.3	6.5
Senior Instructional Developer	2.0	2.0	2.0	2.0	2.0	10.0
Instructional Developer	5.0	5.0	5.0	5.0	5.0	25.0
Software Engineer	0.3	0.3	0.3	0.3	0.3	1.5
Senior Training Specialist	2.6	2.6	2.6	2.6	2.6	13.0

Senior ACS Training Specialist	11.7	11.7	11.7	11.7	11.7	58.50
Training Specialist	3.0	3.0	3.0	3.0	3.0	15.0
ACS Training Specialist	13.7	13.7	13.7	13.7	13.7	68.5
Total Key Staffing	66.3	66.3	66.3	66.3	66.3	331.5
Tech/Management Support	9.1	9.1	9.1	9.1	9.1	45.5

(iii) The above estimate is furnished for the purpose of providing additional information to the statement of work to permit optimum response by offerors and to allow a more timely and comparable evaluation of proposals by the Government. The agreed-to level of effort will be specified in the award document, in accordance with the Section H clause "Level of Effort." The estimate also includes estimated work years for administrative support. The administrative support is for clerical and contract business management/administration. The offeror shall clearly state all administrative support functions that are to be direct charged. The hours/amounts proposed for these functions shall be fully explained and justified. Support functions not proposed to be direct charged will be considered overhead in nature and will not be allowed as direct charges under the contract.

(iv) It is anticipated that all labor except the Senior Training Specialist, Senior ACS Training Specialist, Training Specialist and ACS Training Specialist will be based out of the Dahlgren, VA local area office. The anticipated work locations for aforementioned labor categories are detailed below.

	TOTAL ESTIMATED SUPPORT IN MAN-YEARS					
Labor Category	Base Year	Option I	Option II	Option III	Option IV	Total
Senior Training Specialist	2.6	2.6	2.6	2.6	2.6	13.0
Dahlgren, VA	1.0	1.0	1.0	1.0	1.0	5.0
Norfolk, VA	1.6	1.6	1.6	1.6	1.6	8.0
San Diego, CA	---	---	---	---	---	---
Pearl Harbor, HI	---	---	---	---	---	---

	TOTAL ESTIMATED SUPPORT IN MAN-YEARS					
Labor Category	Base Year	Option I	Option II	Option III	Option IV	Total
Senior ACS Training Specialist	11.7	11.7	11.7	11.7	11.7	58.5
Dahlgren, VA	---	---	---	---	---	---
Norfolk, VA	3.0	3.0	3.0	3.0	3.0	15.0
San Diego, CA	5.7	5.7	5.7	5.7	5.7	28.5
Pearl Harbor, HI	3.0	3.0	3.0	3.0	3.0	15.0

	TOTAL ESTIMATED SUPPORT IN MAN-YEARS					
Labor Category	Base Year	Option I	Option II	Option III	Option IV	Total
Training Specialist	3.0	3.0	3.0	3.0	3.0	15.0
Dahlgren, VA	---	---	---	---	---	---
Norfolk, VA	3.0	3.0	3.0	3.0	3.0	15.0
San Diego, CA	---	---	---	---	---	---
Pearl Harbor, HI	---	---	---	---	---	---

	TOTAL ESTIMATED SUPPORT IN MAN-YEARS					
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Labor Category	Base Year	Option I	Option II	Option III	Option IV	Total
ACS Training Specialist	13.7	13.7	13.7	13.7	13.7	68.5
Dahlgren, VA	---	---	---	---	---	---
Norfolk, VA	7.7	7.7	7.7	7.7	7.7	38.5
San Diego, CA	3.0	3.0	3.0	3.0	3.0	15.0
Pearl Harbor, HI	3.0	3.0	3.0	3.0	3.0	15.0

(v) The following chart is for information purposes only. It further details an estimate of the effort required by the contractor for performance of the work as outlined in the SOW. These estimates apply to the Base Year and Option Years.

Labor Category	TOTAL ESTIMATED SUPPORT IN MAN-YEARS				
	SIM	ACTS -CAST	C&TT	Fleet	Total Per Year
Program Manager	.18	.21	.21	.40	1.0
Senior Exercise Developer	2.0	2.0	---	---	4.0
Exercise Developer	3.36	5.0	.25	---	8.6
Engineer Analyst	.04	2.22	.95	---	3.2
Computer Specialist	8.52	1.0	.25	.17	9.9
Senior Software Engineer	.06	1.0	.25	---	1.3
Senior Instructional Developer	---	.98	1.0	---	2.0
Instructional Developer	---	4.0	1.0	---	5.0
Software Engineer	---	---	.25	---	0.3
Senior Training Specialist	---	---	---	2.6	2.6
Senior ACS Training Specialist	---	---	---	11.7	11.7
Training Specialist	---	---	---	2.96	3.0
ACS Training Specialist	---	---	---	13.7	13.7
Total Key Staffing	14.16	16.41	4.16	31.53	66.3
Tech/Management Support	2.10	3.41	1.09	2.46	9.06

(vi) The Government's estimate of effort is based on work years rather than labor hours. Offerors shall propose on the basis of their average workyear; for example, one offeror's workyear of effort may equate to 1800 hours and another offeror's workyear may be 1900. A minimum of 1,775 compensated regular hours per workyear is required.

(vii) FAR 52.237-10 in Section I defines Uncompensated Time (UT) as any hours worked in excess of 40 hours per week without additional compensation. Some firms manage UT through the process of Total Time Accounting (TTA). The effect of UT/TTA is that the total hour worked are charged to the contract/order at a rate less than the individual's regular hourly rate based on a 40-hour workweek. In accordance with FAR 52.237-10 and the need to adequately evaluate all offers, offerors shall:

(A) Identify proposed hours as compensated or uncompensated.

(B) Provide the basis for the number of hours used as well as the mix (i.e., compensated/uncompensated). This data must be verifiable either with DCAA or through the analysis of supplemental statistical data that the offeror includes in the cost proposal.

(viii) Proposed hours shall be supported by a detailed breakout of an average workyear for exempt and non-exempt employees in the following format:

Description	Exempt	Non-Exempt
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One year base hours	2,080	2,080
Subtract Paid Holiday		
Subtract Paid Vacation		
Subtract Sick Leave		
Subtract Other Paid Leave (e.g., Jury Duty, Military Leave, etc.		
Subtotal – Net Compensated Hours		
Add Uncompensated Hours		
Total Hours per Workyear		

It shall be noted that the proposed workyear, in order to be evaluated as realistic, should be based on actual historical information rather than 2,080 hours less the quantity of paid absence hours provided for in the offeror's fringe benefit package. This caution is provided because not all employees may take their entire leave entitlement. Following award, administration of the contract and negotiation of the level of effort for delivery/task orders (if applicable) shall be based on the above proposed workyear.

(ix) Offerors shall provide the following workyear information in narrative format:

- (A) List of offeror's paid holidays,
- (B) State the average number of paid vacation days per employee per year,
- (C) State the average number of sick days per employee per year, and
- (D) Describe any other factors used to determine direct and indirect labor hours.

(x) The total contract labor provided above refers to total key staffing and proposed technical/management support labor categories only. Corporate, or any other local level management, clerical, and contract business management/administration is considered to be overhead in nature. The offeror is, however, permitted to propose such labor hours as a direct charge if it is in accordance with his standard DCAA approved practice to do so. Such hours shall be added to the total number of hours proposed. The offeror shall clearly state what additional functions are to be direct charged, including administrative word processing, reproduction, library, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, CDRL review and approval, etc. The additional hours/amounts proposed for each of these functions shall be fully explained and justified. Offerors are cautioned to submit realistic estimates in this area because the ratio of these hours to technical hours will be used as a guideline in the evaluation of delivery order proposals and the reasonableness of actual costs incurred under this contract.

(xi) Labor Rates for Named Key Personnel - The cost proposal shall reflect actual labor rates expected to be expended in performing the proposed contract; e.g., actual hourly rates for named Key Personnel if such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification or labor category. The Cost Proposal shall contain a table which shows the following for each named person:

- (A) Solicitation Labor Category
- (B) Contractor Labor Category and Composite Category Rate

- (C) Current (as of the date of proposal submission) salary
- (D) Effective Date of Salary
- (E) Current Hourly Rate Based on 2080 Hours per Year (Actual Rate Excluding UT/TTA)
- (F) Current decremented hourly rate (if UT/TTA is proposed)
- (G) Contract base period hourly rate
- (H) Escalation rate applied to current rate to achieve the contract base period hourly rate
- (I) Percent of time individual will be utilized on contract

Rates projected through the life of the contract. Offerors are cautioned that outyear rates must reflect the requirement for replacement of key personnel to have qualifications equal to or better than the key person being replaced.

(xii) Key Personnel Growth Rates - Out-year growth in Key Personnel labor categories (key personnel for which resumes are not required to be submitted) must be priced based on category average rates. Offerors shall ensure the proposed rates are realistic because proposed rates will be used to evaluate the reasonableness of proposed rates for negotiation of delivery/task orders, if applicable.

(xiii) Non-Key Labor Rates - Category average rates must be proposed for non-Key hours. Offerors shall ensure the proposed non-Key rates are realistic because proposed non-Key rates will be used to evaluate the reasonableness of proposed rates for negotiation of delivery/task orders, if applicable. Proposed non-key rates should not be the lowest rate at which an individual may be provided but rather a representative rate for the category, i.e., a rate that represents the range of education and experience applicable to the category, not just the minimum requirement.

(A) Wage and Salary Plan - For each proposed contractor category identified for both Key and Non-key categories, identify:

- (1) The minimum and maximum hourly rates.
- (2) The current mean and median rate.
- (3) The minimum education and experience requirements.
- (4) Note whether the category is considered exempt or non-exempt.
- (5) Note the current number of contractor employees in each category.

(xiv) Include documentation from the cognizant government auditor which shows the offeror's current approved category average rate for each labor category proposed, if applicable.

(xv) If the contractor does not have established corporate labor categories for which the above information can be provided, the offeror shall provide a narrative justification of the realism of each proposed bid rate.

(xvi) Provide a copy of the overtime policy noting who is paid overtime and the applicable rate.

(xvii) Escalation - Labor escalation is defined to include all factors which affect an individual's compensation level to include merit increases, promotions, and cost-of-living adjustments. State the annual labor escalation rate used in the Cost Proposal. Provide a chart

that shows the salary history for each proposed named individual for the most recent 3 year period. Show the effective dates for each rate and compute an average annual escalation rate from these data. If a lower escalation rate is proposed than the average rate derived from the above table, specific justification shall be provided as to why the proposed rate should be considered realistic. Describe the management controls to be implemented to hold the actual labor escalation rate to what is proposed. Offerors shall ensure that the proposed escalation rate is realistic as it will be used to evaluate the reasonableness of proposed labor costs for negotiation of delivery/task orders, if applicable.

(xviii) Uncompensated Overtime - If decremented direct labor rates are proposed, either by the prime or by any subcontractor, the Cost Proposal shall include a detailed description, including examples as appropriate, of the manner in which the offeror plans to track and report compliance with the UNCOMPENSATED OVERTIME clause in Section H. Offerors shall note that clause requires reports at the delivery/task order level (if applicable) showing the aggregate percentage reduction in billing rates due to an expanded workweek. If the offeror plans to track delivery of uncompensated overtime by reporting UT hours worked, the offeror shall specifically show in the Cost Proposal, how the number of UT hours reported, in relation to the regular hours worked, accurately represents the actual percentage decrement to labor billing rates. Sample calculation shall be provided. Statements that the offeror's procedures are approved by DCAA are not sufficient.

(2) Other Direct Costs

(i) Offerors shall use the following unburdened amounts for travel costs and reproduction and material costs:

Description	Base Year	Option I	Option II	Option III	Option IV	Total
Travel	\$679,866	\$707,960	\$735,280	\$764,709	\$795,379	\$3,683,194
Reproduction & Material	\$54,942	\$57,140	\$59,425	\$61,802	\$64,274	\$297,583

(A) Travel dollars are exclusively for technical travel requirements. All other travel is assumed to be overhead in nature. If, due to the use of remotely located personnel, including subcontractors, or the offeror's proposed management structure, additional travel is planned to be direct charged, subject to the limitations of Section G herein, it should be added to the above amounts. Failure to do so will make such additional travel unallowable following contract award. Narrative information regarding the basis for the additional amounts should be provided.

(B) Reproduction and Material dollars are intended to cover items of expense directly associated with producing contract deliverables to exclusively include copying costs and consumables (binders, tabs, CD-ROM blank disks, etc.). Items of expense **not** included in this estimate are personnel relocation, computer usage, postage and express/overnight delivery charges, and telephone and other communication costs. Offerors who do not direct charge reproduction and/or consumables shall so state and may reduce the dollar amount

correspondingly. Offerors who plan to direct charge any other item of ODC shall identify each item of expense, including associated dollars, and provide the following information for each item. Corresponding dollar amounts for each additional type of ODC shall be included in the offeror's total proposed cost if the expense category is to be allowed as a direct charge following contract award.

(1) Description, justification, and detailed basis for the estimate.

(2) For any costs proposed on a per unit basis, (e.g., those set up in a service cost center and charged to users/customers on a per unit basis), the discussion shall also include statistical data supporting the unit charge. Statements that the rate has been accepted by DCAA are not sufficient.

(3) If direct charge is proposed for any leased item, identification of item, justification of need, and lease/purchase analysis shall be provided.

(4) If direct charge is proposed for depreciation of any capital asset, identification of item, justification of need, projected acquisition date, purchase price, depreciation method, and depreciation schedule shall be provided.

(ii) If it is anticipated that subcontractors will need to incur items of Other Direct Costs, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs) or none shall be allowed during contract performance. Offerors shall note that the Realism Assessment will assess the extent to which the travel and material dollars provided above were allocated to proposed subcontractors. Offerors shall, therefore, provide a narrative explanation of the amounts allocated to and proposed by subcontractors or consultants.

(iii) The proposed direct charge of any item, such that title transfers to the Government under the provisions of FAR 52.245-5, Government Property, is not acceptable unless specifically authorized in writing under the contract. Furthermore, if a category of expense is not proposed as a direct charge in the Cost Proposal, it will not be allowed during contract performance unless it is established that there has been a DCAA-approved change in accounting procedures. This restriction is equally applicable to subcontractors.

(iv) Offerors shall specifically state their accounting practices with respect to each of the following items of expense: relocation costs for an individual hired to work on a specific contract/delivery order; copying costs for contract deliverables; material costs for contract deliverables (paper, notebooks, electronic media); computer costs (administrative); computer costs (technical); postage (including overnight delivery charges), long distance telephone and other communication costs (pagers, cellular phone charges, etc.), and training. Offerors shall note that indication that an item is a direct charge under this section will not result in its being allowable as a direct cost during contract performance unless associated costs have been included in the offeror's total proposed cost.

(3) Indirect Costs

(i) Identify each proposed Cost Center. Provide its official name and note the area (organizational, geographic, etc.) to which it applies. Note any restrictions on its applicability to this requirement.

(ii) For each proposed indirect rate (e.g, fringe, off-site overhead, on-site overhead, material handling, G&A, etc.) for each proposed cost center, note the individual elements comprising the pool for the respective rate and their relative weight in relation to the other elements. Note also the specific base to which each rate is applied. Provide this in chart format such as that shown below. For illustration purposes, a fringe pool has been selected.

Weight Pool Element

xx%	Paid Absences
xx%	Payroll taxes (FICA, Medicare, FUTA, SUTA)
xx%	Paid Absences
xx%	Health Insurance
xx%	Life and other insurance
xx%	Training/education reimbursement
xx%	Retirement, 401K
xx%	Bonus
xx%	Other (specify)
100%	Total fringe pool.

(iii) Offerors shall identify their fiscal period and note which fiscal year they are in as of the date of proposal submission.

(iv) Provide a table showing each proposed indirect rate by contract year. If the proposed rates represent blended rates, also show the proposed rates by contractor fiscal year.

(v) Provide a four-year history of actuals incurred for each proposed indirect rate. This history shall include the offeror's most recently completed fiscal year and the three previous fiscal periods. Note whether the actuals have been audited by DCAA. Provide a detailed explanation for rate fluctuations from one year to the next of 10% or greater. For example, an increase of a 30% fringe rate to 33% is a 10% increase.

(vi) With respect to overhead and where teaming arrangements are proposed, it has been noticed that proposed overhead rates may reflect a plan to be co-located with a member of the team resulting in lower overhead costs for one or more of the firms. While this arrangement could be of significant benefit to the technical accomplishment of contract objectives, it may not result in realistic proposed costs because it fails to address the additional office space, furniture, equipment, and other support requirements associated with those individuals who are proposed to work in another firm's space. Where such an arrangement is proposed, the Cost Proposal shall specifically state what agreements have been made regarding these items of cost and shall clearly and specifically demonstrate how and where these costs are reflected in the indirect pool.

(vii) Offerors are notified that the realism of proposed indirect rates will take historical actuals into consideration. Further, indirect rates significantly lower than recent actuals, or declining indirect rates may not be evaluated as realistic unless caps are offered. A composite cap including all burdens applied to direct labor is considered preferable to individual rate caps.

(viii) If a formal Forward Pricing Rate Agreement has been negotiated, provide a copy.

(ix) Provide copies of any DCAA correspondence that approve proposed indirect rates.

(4) Subcontracting Costs

Note the planned subcontract type for each subcontractor. The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be fully supported. It is the responsibility of the prime contractor and higher-tier-subcontractor (if applicable) to review and evaluate the reasonableness and realism of subcontract cost data and furnish the results of such review and evaluation to the Government as part of the offeror's cost proposal. . Failure to do so may be interpreted as the prime contractor's lack of management expertise in this area.

(5) Consultants. If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Identify the corresponding contract labor category for each proposed consultant. Include your analysis that establishes the reasonableness of the proposed hourly rate.

(6) Facilities Capital Cost of Money

The offeror shall provide a completed DD Form 1861 - Contract Facilities Capital Cost of Money, if this element is to be proposed. This data shall be specifically identified in the cost proposal.

(7) Fixed Fee

Offerors shall state their proposed fixed fee rate and the specific base to which it has been applied. If the proposal reflects a multiple fee rate structure (e.g, a lower fee rate applied to subcontract costs), each rate and the applicable base shall be explicitly identified. Although none is planned at this time, offerors are reminded of the requirements of FAR 45.302-3(c) which provides that no fee shall be allowed on the cost of facilities when purchased for the account of the Government under other than a facilities contract.

(8) Subcontracting Plan

Offerors who are large businesses under the applicable NAICS code shall note the requirement for submission of a Subcontracting Plan. Offerors are cautioned to ensure that proposed small, SDB, and 8(a) subcontractors are considered small businesses under the NAICS code applicable to this acquisition. Offerors are also cautioned to ensure that their proposed direct subcontracting (as reflected in their Subcontracting Plan) is fully consistent with their Technical and Cost Proposals, as appropriate.

(9) Offerors shall note the inclusion of FAR 52.222-46, Evaluation of Compensation for Professional Employees (FED 1993), by reference in Section L. This clause requires the submission of a complete Compensation Plan. This Plan shall be included in the offeror's Cost Proposal.

Ddl-L36 COST PROPOSAL – SPECIFIC REQUIREMENTS – START DATE FOR USE IN COST PROPOSAL

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract performance start date of **1 October 2003**. This date is only an estimate of the anticipated contract performance start date and will be used for the purpose of proposal evaluation only. A definitive contract performance start date will be incorporated into the contract award document.

Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work

(SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing by 2 weeks after the solicitation is issued.

Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the **SECRET** level. The Naval Surface Warfare Center, Dahlgren Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

HQ L-2-0008 REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

(b) The offeror may include uncompensated effort in its proposed level of effort if:

(1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.

(2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.

(3) The proposal identifies hours of uncompensated effort proposed by labor category.

(4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(6) The proposal includes a copy of the corporate policy addressing uncompensated effort.

(c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.

(d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offer shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

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SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

Ddl-M10 GREATEST VALUE EVALUATION

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award. Proposals will be evaluated on the factors listed below, as well as other criteria identified in Section M of the solicitation. The specific factors to be used in the evaluation process are listed below in order of importance. Technical Scenario is substantially more important than any other single evaluation factor, and is approximately three times more important than Key Personnel. Management and Past Performance factors combined are considered to be equal to Key Personnel factor.

Factor
Technical Scenario
Key Personnel
Management
Past Performance

(b) Offerors must meet each of the MANDATORY REQUIREMENTS noted in Section H. An offeror not meeting each of these mandatory requirements (or having acceptable plans for meeting the requirements by contract award) will not be considered as eligible for award.

(c) Each factor and subfactor will be evaluated and rated. A risk assessment will be made on each factor and subfactor. Both risk and the offeror's plans for risk mitigation, if provided, will be evaluated.

(d) The evaluation factors for this award are further defined as follows:

1. Technical Scenario – This factor consists of a technical scenario to give offerors the ability to demonstrate their understanding of the ATRC/CSCS technical and training requirements, and how their skills will be used to accomplish these requirements, as they relate to the RFP.
2. Key Personnel – This factor addresses the degree to which Key Personnel resumes exceed, meet, or do not meet the desired qualifications for the respective Key Labor Categories. The relevance of individual's experience to the technical requirements of the Statement of Work (SOW) will be assessed using the required Proposed Staffing Organization, to include Work Breakdown Structure (WBS). Each resume must designate its applicable primary work section of the SOW. This, in turn, will dictate the location of each Key Labor Category within the proposed organization chart. Consistency between Resumes, Organization/Management Charts, and the SOW will be evaluated. Thirty-one (31) resumes are required to cover 47% of the Sixty-six (66) Key Personnel man-years of the Base Period. These 31 personnel shall be proposed as full time.

3. Management – The offeror's presentation will be assessed to determine the soundness of approach and the depth of understanding by that approach. This factor consists of the following five equally important components:
 1. Project Organization, Subcontracting and Teaming Agreements
 2. Start-Up Plan
 3. Cost Control, Tracking, and Reporting
 4. Personnel Staffing and Retention
 5. Facilities, Resources, and Utilization of GFE
4. Past Performance – Past performance will be used both as an evaluation factor and for responsibility determination. Offerors will be evaluated on performance under existing and prior contracts for similar services. Past performance information will be collected using the Past Performance Questionnaire, Attachment (), or CPARS, as applicable. The following areas, which are covered in the past performance questionnaire, are equally important:
 1. Technical Performance
 2. Schedule
 3. Cost Control
 4. Business Relations & Quality Control
 5. Customer Satisfaction

(e) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(f) Although cost is the least important evaluation factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(g) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation.

(h) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.

(g) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the greatest value to the Government.

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS.

(1 Data Item)

Form Approved

OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
		TDP _____ TM _____ OTHER _____

D. SYSTEM / ITEM	E. CONTRACT / PR NO.	F. CONTRACTOR
ATRC Training Tools	N00178-03-R-2020	

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	Technical Report - Study / Services	Progress/Status/Program Management Plans

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MISC-80508A	C.2, C.3, C.5, C.6, C.7	ANED3

7. DD 250 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION			
LT		As Required	30 DAC	a. ADDRESSEE	b. COPIES		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		Draft	Final	
See BLK 16	-	See BLK 16	See BLK 16			Req	Repro

[illegible]

18. ESTIMATED
TOTAL PRICE

G. PREPARED BY <i>Elizabeth Amburgey</i> Elizabeth Amburgey		H. DATE 12/19/02	I. APPROVED BY <i>Michael Younger</i> Michael Younger	J. DATE 12/19/02
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Form Approved
OMB No. 0704-0188

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D. SYSTEM / ITEM		E. CONTRACT / PR NO.	F. CONTRACTOR
ATRC Training Tools		N00178-03-R-2020	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE	
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16. REMARKS	AN24		1	
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Submission for all excepting the Engineer's Notebook shall be electronic with a single hard copy to the requirer. Engineer's Notebook shall be submitted upon request by the government and at termination of the contract.

[illegible]

G. PREPARED BY <i>Elizabeth Amburgey</i> Elizabeth Amburgey		H. DATE 12/19/02	I. APPROVED BY <i>Michael E. Younker</i> Michael E. Younker	J. DATE 12/19/02
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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM / ITEM ATRC Training Tools		E. CONTRACT / PR NO. N00178-03-R-2020		F. CONTRACTOR	
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Technical Report - Study / Services			3. SUBTITLE See BLK 16	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE C.2, C.3, C.6		6. REQUIRING OFFICE ANED3	
7. DD 250 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY See BLK 16	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION	
8. APP CODE See BLK 16		11. AS OF DATE See BLK 16	13. DATE OF SUBSEQUENT SUBMISSION See BLK 16	a. ADDRESSEE	
				b. COPIES	
				Draft	
				Final	
				Reg	
				Repro	
16. REMARKS					
BLK 3: TORs, CPRs, Studies, Feedback Analysis, Requirements Definition.					
BLK 4: Contractor Format acceptable subject to government approval and in accordance with the Training Systems Management Plan and the Training Systems Review Board Policies and Procedures.					
BLKs 10,11,12, and 13: As required delivery of product due 10 days after receipt of GFI.					
18. TOTAL					
4 4					
G. PREPARED BY Elizabeth Amburgey		H. DATE 12/19/02		I. APPROVED BY Michael Younker	
				J. DATE 12/19/02	

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM / ITEM ATRC Training Tools		E. CONTRACT / PR NO. N00178-03-R-2020	F. CONTRACTOR	
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Technical Report - Study / Services		3. SUBTITLE Documentation	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE C.2, C.4, C.6		6. REQUIRING OFFICE ANED3
7. DD 280 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION a. ADDRESSEE b. COPIES Draft Final Reg Repro
9. APP CODE See BLK 16		11. AS OF DATE See BLK 16	13. DATE OF SUBSEQUENT SUBMISSION See BLK 16	
16. REMARKS BLK 8: Government review and approval required before final delivery. BLKs 11, 12, 13: Deliver on submission date IAW government approved schedule and to requirer associated with applicable SOW paragraph(s) as defined by individual TIs. BLK 14: Additional distribution at government request.				
18. TOTAL → 4				
G. PREPARED BY Elizabeth Amburgey		H. DATE 12/19/02	I. APPROVED BY Michael E. Younker	
			J. DATE 12/19/02	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM / ITEM ATRC Training Tools		E. CONTRACT / PR NO. N00178-03-R-2020		F. CONTRACTOR			
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Technical Report - Study / Services			3. SUBTITLE Cost Analyses			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227		5. CONTRACT REFERENCE C.2, C.4, C.6		6. REQUIRING OFFICE ANED3			
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION 30 DATC	14. DISTRIBUTION			
9. APP CODE See BLK 16		11. AS OF DATE See BLK 16	13. DATE OF SUBSEQUENT SUBMISSION See BLK 16	a. ADDRESSEE	b. COPIES Draft Final Reg Repro		
16. REMARKS BLK 3: Provide cost analysis report upon completion of each developed and/or maintained product and provide to requiring personnel associated with applicable SOW paragraph(s) as defined by individual TIs. BLK 4: Contractor format acceptable subject to government approval. Contractor shall develop using Microsoft Project, Microsoft Excel, or Microsoft word (00), and deliver to the government on electronic and/or magnetic media as required. BLKs 11, 12, and 13: Cost Analysis covers actuals of resource expenditure during unique phases of tasking. Cost Analysis is due to the government 30 DATC. Subsequent submissions, frequency of, and as-of-date, are dependent solely upon completion of individual program tasks, and, additionally as agreed upon by the contractor and the government.				AN34	1	1	
				AN35	1	1	
				AN36	1	1	
				AN4	1	1	
				ANED3	1	1	
18. TOTAL				5	5		
G. PREPARED BY Elizabeth Amburgey		H. DATE 12/19/02		I. APPROVED BY Michael E. Younker			
				J. DATE 12/19/02			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP _____ TM - _____ OTHER _____			
D. SYSTEM / ITEM ATRC Training Tools		E. CONTRACT / PR NO. N00178-03-R-2020		F. CONTRACTOR		
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM Technical Report - Study / Services		3. SUBTITLE Catalog of Courseware, Lessons, with TLOs			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE C.4		6. REQUIRING OFFICE ANED3		
7. DO 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION		
8. APP CODE See BLK 16		11. AS OF DATE See BLK 16	13. DATE OF SUBSEQUENT SUBMISSION See BLK 16			
16. REMARKS BLK 3: Contractor format acceptable with approval by the government. Contractor shall develop using Microsoft Excel, Project, and/or Word (00).. BLKs 11, 12, and 13: To be delivered with Lessons/Courseware as per CDRL A010 and to requiring personnel associated with applicable SOW paragraph(s) as defined by individual TIs.				<div style="text-align: center;">a. ADDRESSEE</div>	<div style="text-align: center;">b. COPIES</div>	
					Draft Reg Repro	Final Reg Repro
				AN34	1	1
				AN35	1	1
				AN36	1	1
				AN4	1	1
				ANED3*		
				*cover letter only		
15. TOTAL				→	4	4
G. PREPARED BY Elizabeth Amburgey		H. DATE 12/19/02	I. APPROVED BY Michael E. Younker		J. DATE 12/19/02	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE	
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Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____					
D. SYSTEM / ITEM ATRC Training Tools		E. CONTRACT / PR NO. N00178-03-R-2020		F. CONTRACTOR					
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM Technical Report - Study / Services			3. SUBTITLE See BLK 16					
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE C.4		6. REQUIRING OFFICE ANED3					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION					
8. APP CODE See BLK 16		11. AS OF DATE See BLK 16	13. DATE OF SUBSEQUENT SUBMISSION See BLK 16	a. ADDRESSEE	b. COPIES Draft Final Reg Repro				
16. REMARKS BLK 3: Scripts, Flow Charts, Story Boards, TMOs. and TLOs. BLK 4: Contractor format acceptable subject to government approval. Contractor shall develop using Microsoft Project, Excel, and/or Word(00) or other development tool(s) upon approval by the government. BLK 8: Government review and approval is required before final delivery.. Approval/disapproval shall be conveyed to the contractor NLT 10 days after receipt of Draft Delivery. Subsequent revision/update shall follow the established submission approval process. BLKs 11, 12, and 13: As required, delivery LAW government approved schedule.				AN36	1 1				
				ANED3*					
				*cover letter only					
				18. TOTAL				1	1
				19. PREPARED BY Elizabeth Amburgey		H. DATE 12/19/02		I. APPROVED BY Michael E. Younger	
				J. DATE 12/19/02					

17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____		
D. SYSTEM / ITEM ATRC Training Tools		E. CONTRACT / PR NO. N00178-03-R-2020		F. CONTRACTOR		
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM Technical Report - Study / Services			3. SUBTITLE Program / Project Schedules		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE C.2, C.3, C.4		6. REQUIRING OFFICE ANED3		
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION		
9. APP CODE See BLK 16		11. AS OF DATE See BLK 16	13. DATE OF SUBSEQUENT SUBMISSION See BLK 16	a. ADDRESSEE	b. COPIES Draft Final Reg Repro	
16. REMARKS BLK 3: A Training Tools Program Schedule shall be developed using Microsoft Project and/or Fast Track. The Program Schedule shall utilize the Aegis milestone chart format which includes program milestones and B/L reference milestones as applicable. Additionally, the schedule and milestones shall be differentiated, and events which may potentially impact the program schedule. This is in addition to the work breakdown structure, and integral part of the Program Management Plan, which addresses critical paths vice time line by major and minor tasking. BLK 4: Contractor format acceptable subject to government approval. BLK 8: Government approval required. Approval/disapproval shall be conveyed to the contractor NLT 10 days after receipt of delivery. Subsequent revision/resubmission shall follow the established submission/approval procedures. BLKs 10, 11, 12, and 13: Initial submission shall be 30 DAC. Subsequent submission, frequency, and as-of-date shall be dependent upon change/requirements, which affect the Program Schedule or as required by the government.				AN34	1	1
				AN35	1	1
				AN36	1	1
				AN4	1	1
				ANED3	1	1
				18. TOTAL		
G. PREPARED BY Elizabeth Amburgey		H. DATE 12/19/02		I. APPROVED BY Michael E. Younger		
				J. DATE 12/19/02		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM / ITEM ATRC Training Tools		E. CONTRACT / PR NO. N00178-03-R-2020		F. CONTRACTOR		
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM Technical Report - Study / Services		3. SUBTITLE In-Process Reviews			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE C.8		6. REQUIRING OFFICE ANED3		
7. DD 260 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION 10 DAC	14. DISTRIBUTION		
9. APP CODE See BLK 16		11. AS OF DATE See BLK 16	13. DATE OF SUBSEQUENT SUBMISSION See BLK 16	a. ADDRESSEE		
16. REMARKS Blk 4: In accordance with DI-80368 and with government approval. BLK 10, 11, 12, and 13: A start-up IPR shall be held for the government NLT 45 DAC. Thereafter, an IPR shall be held quarterly or more frequently as required by the government.				b. COPIES		
				Draft	Final	
				Reg	Repro	
				AN34	1	1
				AN35	1	1
				AN36	1	1
				AN4	1	1
				ANED3	1	1
18. TOTAL				5	5	
G. PREPARED BY Elizabeth Amburgey		H. DATE 12/19/02	I. APPROVED BY Michael Younker		J. DATE 12/19/02	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
		TDP _____ TM - _____ OTHER

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A010	Computer Program Product	Lessons, Courseware, Exercises

7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY See BLK 16	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION
				b. COPIES

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	9. ADDRESSEE	Final	
				Draft	Repro
See BLK 16	See BLK 16	See BLK 16			

BLK 14: Additional distribution at government request.

15 TOTAL	2	1	
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Page _____ of _____ Pages

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM / ITEM ATRC Training Systems		E. CONTRACT / PR NO. N00178-03-R-2020		F. CONTRACTOR	
1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM Technical Report -Study / Services			3. SUBTITLE Data Bases	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE C.4		6. REQUIRING OFFICE ANED3	
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY See BLK 16	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION	
9. APP CODE See BLK 16		11. AS OF DATE See BLK 16	13. DATE OF SUBSEQUENT SUBMISSION See BLK 16	a. ADDRESSEE	b. COPIES
					Draft Final Reg Repro
16. REMARKS BLK 3: Shall be delivered on appropriate media with concurrence of government to appropriate requirer associatd with applicable SOW paragraph(s) as defined by individual TIs. BLK 10, 11, 12, and 13: Submission IAW Program Schedule as approved by the government. BLK 14: Additional distribution at government request.				AN4	1 1
				AN36	1 2
				ANED3*	
				*cover letter only	
				18. TOTAL	
G. PREPARED BY Elizabeth Amburgey		H. DATE 12/19/02		I. APPROVED BY Michael E. Younger	
				J. DATE 12/19/02	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM / ITEM ATRC Training Tools		E. CONTRACT / PR NO. N00178-03-R-2020		F. CONTRACTOR	
1. DATA ITEM NO. A012	2. TITLE OF DATA ITEM Training Conduct Support Document			3. SUBTITLE User Manual	
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-81523		5. CONTRACT REFERENCE C.4		6. REQUIRING OFFICE ANED3	
7. DO 250 REQ LT	8. DIST STATEMENT REQUIRED	9. FREQUENCY See BLK 16	10. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION	
8. APP CODE See BLK 16		11. AS OF DATE See BLK 16	13. DATE OF SUBSEQUENT SUBMISSION See BLK 16	a. ADDRESSEE	b. COPIES
					Draft Final Reg Repro
16. REMARKS BLK 8, 10: Approval by the government is required. Approval/Disapproval shall be conveyed to the contractor NLT 10 days after receipt of delivery. Subsequent revision/update shall follow the established submission approval process. BLK 12: IAW government approved Program Schedule.				ANED3*	
				*cover letter only	
				AN4	
				AN36	
				16. TOTAL	
2 4					
G. PREPARED BY Elizabeth Amburgey		H. DATE 12/19/02		I. APPROVED BY Michael E. Younger	
				J. DATE 12/19/02	

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[illegible]

17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Information Security Manual apply to all security aspects of this effort.)

SECRET

1. TYPE OF GOVERNMENT SERVICE

SECRET

2. THIS SPECIFICATION IS FOR: (If not complete as applicable)

a. PRIME CONTRACT NUMBER

b. SUBCONTRACT NUMBER

c. IDENTIFICATION OF OTHER NUMBER

NO0178-03-R-2020

3. THIS SPECIFICATION IS: (If not complete as applicable)

a. UNKNOWN (Complete date in all cases)

b. REVISION (Specify date of previous issue)

c. FINAL (Complete item 6 in all cases)

4. IS THIS A FOLLOW-ON CONTRACT?

YES

NO

5. If Yes, complete the following:

Classified material received or generated under

Previously Contract Number's transferred to this follow-on contract.

6. IS THIS A FINAL DD FORM 254?

YES

NO

7. If Yes, complete the following:

In response to the contractor's request dated

, retention of the classified material is authorized for the period of

8. CONTRACTOR (Include Contractor's and Government's full names and addresses)

a. NAME, ADDRESS, AND ZIP CODE

b. CASE NAME

c. GOVERNMENT SECURITY OFFICE (Name, Address, and Zip Code)

DEFENSE SECURITY SERVICE
2780 AIRPORT DRIVE, SUITE 400
COLUMBUS, OH 43219-2268

9. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE

b. CASE NAME

c. GOVERNMENT SECURITY OFFICE (Name, Address, and Zip Code)

10. ACTUAL PERFORMANCE

Rating

b. CASE NAME

c. GOVERNMENT SECURITY OFFICE (Name, Address, and Zip Code)

11. GENERAL IDENTIFICATION OF THIS PROCUREMENT

TECHNICAL AND ENGINEERING SUPPORT IN THE SYSTEMS ENGINEERING, INTEGRATION, DEVELOPMENT, MAINTENANCE, DOCUMENTATION, AND OPERATION OF TRAINING TOOLS FOR THE ABGIS TRAINING AND READINESS CENTER (ATRC)/CENTER FOR SURFACE COMBAT SYSTEMS (CSCS).

12. CONTRACTOR WILL RECEIVE ACCESS TO:

a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION

b. UNCLASSIFIED DATA

c. CRITICAL, NUCLEAR, WEAPON DESIGN INFORMATION

d. FORMERLY RESTRICTED DATA

e. INTELLIGENCE INFORMATION

(1) Specific Compartmented Information (SCI)

(2) Source

f. SPECIAL ACCESS INFORMATION

g. DATA INFORMATION

h. FOREIGN GOVERNMENT INFORMATION

i. LIMITED CIRCULATION INFORMATION

j. FOR OFFICIAL USE ONLY INFORMATION

(When Applicable)

SEE ITEM 13.

13. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT AUSTIN CONTRACTOR'S FACILITY IN A DESIGNATED ACTIVITY

b. RECEIVE CLASSIFIED DOCUMENTS ONLY

c. RECEIVE AND UPGRADE CLASSIFIED MATERIAL

d. RECLASSIFY, DECLASSIFY, OR STATE CLASSIFIED INFORMATION

e. PERFORM SERVICES ONLY

f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S.

FOR THE U.S. GOVERNMENT AND TO THE U.S. PUBLIC

g. BE AUTHORIZED TO USE THE SERVICES OF FOREIGN TECHNICAL INFORMATION

EXCEPT AS SET FORTH IN THE CONTRACT SPECIFICATIONS

h. MAINTAIN A SOURCE ACCOUNT

i. HAVE TEMPORARY ASSIGNMENTS

j. HAVE OPERATIONAL SECURITY (OPSEC) ASSIGNMENTS

k. BE AUTHORIZED TO USE THE DEFENSE COUNCIL SERVICE

l. OTHER (When Applicable)

SEE ITEM 13.

when it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted via approved form or memo.

☐

Direct

☒

Through Agency

XDS12, NSWCDD

to the Directorate for Protection of Information and Security Studies, Office of the Assistant Secretary of Defense (Public Affairs) for review.
*In the case of non-DoD line agencies, requests for clearance shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other controlling factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material included or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (It is as appropriate for the classified effort. Attach, or discuss under separate correspondence, any declassification/declassification recommendations. Add additional pages as needed to provide complete guidance.)

SEE CONTINUATION SHEET ATTACHED.

14. ADDITIONAL SECURITY REQUIREMENTS. Supplements, in addition to DOD requirements, are established for this contract. If Yes, identify the pertinent additional clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognate security office. (Use Item 13 if additional space is needed.)

☒

Yes

☐

No

SEE ITEM #13.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognate security office. If Yes, explain and identify specific areas or elements covered and the entity responsible for inspection. (Use Item 13 if additional space is needed.)

☐

Yes

☒

No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPE NAME OF CONTRACTING OFFICIAL

PAMELA M. PEARSON

b. TITLE

SECURITY MANAGER, CODE XOC

c. TELEPHONE (Include Area Code)

(540) 653-4737

d. ADDRESS (Include Zip Code)

ABGHS TRAINING AND READINESS CENTER
5395 FIRST STREET
DAHLGREN, VA 22448-5190

17. REQUIRED DISTRIBUTION

☒

a. CONTRACTOR

☐

b. DISSEMINATOR

☒

c. DOMESTIC SECURITY OFFICE FOR PRIME AND DISSEMINATOR

☒

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒

e. ADMINISTRATIVE CONTRACTING OFFICE

☒

f. OTHER AS APPROPRIATE

SIGNATURE



DD Form 254, November, DEC 98

All classified reports shall be marked and handled in accordance with Chapter 5, Section 4 of DOD 5220.22M, (NISPOM).

Security classification, appropriate downgrading and declassification markings shall be governed by the NISPOM and supplemental guidance as follows:

(a) OPNAVNOTE 5510 Ser 09N2/5U532774 dated Oct 16 1995 implementing new derivative classification markings required by;

(b) Executive Order (EO) 12958 of April 20, 1995

(c) OPNAVINSTS C5513.3B through C5513.15 - pertinent enclosures are as follows and will be available in the ATRC Classified Library:

- Attachment (1) ID 03B-11,
- Attachment (2) ID 03B-13,
- Attachment (3) ID 03B-14,
- Attachment (4) ID 03B-30,
- Attachment (5) ID 03B-37,
- Attachment (6) ID 03B-63.

When source classification cannot be extracted from the appropriate OPNAVINST C5513 series, source classification shall be derived from source documents.

ITEM 10e refers: This applies to current ELINT Parameter Limits (EPL) LIST (U) PART 1 AND ELINT PARAMETER LIMITS (EPL) LIST NON-COMMUNIST BLOC MILITARY SUPPLEMENT (U). These lists provide information for updating training tools transmitted to the fleet. Proper security procedures shall be followed when requesting Special Access Information and shall be done through ATRC Security Officer (ANXOC), the COR (ANED3), and the Contracting Officer (XDS12).

ITEM 10g refers: This contract requires access to classified NATO information. The requirements of Chapter 10, Section 7, NISPOM, shall be complied with in the handling of any such information. Permission of the contracting officer is required prior to subcontracting.

ITEM 11c refers: Material generated under this contract shall perpetuate the classification/downgrading/declassification of the source material. The contract work statement listed in Item 9 requires the contractor to process classified information. Classification markings on the material to be furnished will provide the classification guidance necessary for performance of this contract. Any other classification guidance needed will be provided by the using activity.

ITEM 11g refers: DD Forms 1540 and 2345 shall be prepared and processed in accordance with Chapter 11, Section 2, NISPOM. Such other forms as required shall be prepared in accordance with DTIC provided guidance.

All technical data provided to the contractor by the government shall be protected from public disclosure in accordance with the markings contained thereon as specified in Chapter 5, Section 7, NISPOM. All other information relating to the items to be delivered, or services to be performed under this contract may not be disclosed, by any means, without prior approval of the authorized representative of the contracting officer. Dissemination or public disclosure includes, but is not limited to: permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information as to preclude unauthorized access by any person or entity.

Due to the sensitivity of this program, no classified material received or generated under this contract will be transferred to any other contractor or agency without the approval of the Procurement Contracting Officer (PCO).

Foreign national employees possessing reciprocal clearances are not authorized access to classified information resulting from, or used in the performance of this contract unless authorized in writing by the PCO. The contractor shall comply with all provisions of Chapter 10, Section 2, NISPOM.

All prime contractor classified visit requests for other activities based on this contract shall be forwarded via the AEGIS Training and Readiness Center (ATRC), 5395 First Street, Dahlgren VA 22448-5190 (Code ANED3) for COR certification of "Need-To-Know". All subcontractor classified visit requests for other activities based on this contract shall be forwarded to the prime contractor for certification of "Need-To-Know".

Visit clearances for all contractor personnel visiting ATRC/CSCS shall be forwarded to the Commanding Officer, Aegis Training and Readiness Center, 5395 First Street, Dahlgren VA 22448-5200, ATTN: Code ANED3, no less than five (5) working days prior to the intended visit for approval of COR and ATRC/CSCS Security signature. Visit clearances for all contractor personnel visiting ATRC/CSCS shall be coded "ATTN: ANED3 & ANXOC".

The Contractor may be required to hand-carry classified material while on official travel for the ATRC/CSCS.

This DD 254 applies to all locations of operations under this contract under the cognizance of the Aegis Training and Readiness Center (ATRC)/Center for Surface Combat Systems (CSCS).

GOVERNMENT FACILITIES (PROPERTY)**N00178-03-R-2020****PERIOD OF PERFORMANCE: 01 OCTOBER 2003 - 30 SEPTEMBER 2008**

DESCRIPTION	S/N	ORIG. COST
UPS SYSTEM W/CART	FE2.1K00613	\$2,307.00
8 MM TAPE BACKUP	418G1004	\$3,485.00
½" TAPE DESKTOP	419K0176	\$12,500.00
EXTERNAL HARD DRIVE	815G3692	\$1,700.00
REWRITABLE OPTICAL DRIVE	700222	\$2,020.00
AX1600 DUPLICATOR DISKCOPY	ATC52445	\$2,250.00
12/24 GB DDS TAPE DRIVE	906C0685	\$1,328.00
USCSI DISK DRIVE	841G0680	\$2,721.00
SUN 21" COLOR MONITOR	9903KN4451	\$1,397.00
FASTHUB 12 PORT 10/100	FAA0308P02M	\$674.00
SUN ULTRA 10	FW91130074	\$5,294.00
SUN ULTRA 10 SERVER	FW91310895	\$5,800.00
SUN ULTRA 10	FW91130032	\$5,294.00
SUN ULTRA 10	FW91130177	\$5,294.00
SUN ULTRA 10	FW91130048	\$5,294.00
SUN ULTRA 10	FW91130071	\$5,294.00
SUN ULTRA 10	FW91130144	\$5,294.00
OPTRA COLOR PRINTER	11-08898	\$6,888.00
UPS	NS9846147067	\$355.00
SUN 21" COLOR MONITOR	9849KN3652	\$1,397.00
SUN 21" COLOR MONITOR	9849KN3653	\$1,397.00
SUN 21" COLOR MONITOR	9849KN3665	\$1,397.00
SUN 21" COLOR MONITOR	9849KN3667	\$1,397.00
SUN 21" COLOR MONITOR	9903KN4179	\$1,397.00
SUN 21" COLOR MONITOR	9903KN4423	\$1,397.00
SUN ULTRA 10	FW91210221	\$5,000.00
SUN 21" COLOR MONITOR	9843KN2787	\$500.00
PLEXOR CDRW	W124TSE009490	\$450.00
HP SCANJET 6390C	SG9B01600J	\$791.00
ULTRABOOK 200MHZ NOTEBOOK	U20-2121 / 170075	
COMPUTER WITH 6 GB REMOVABLE HARD DRIVE		\$18,000.00
CANNON BUBBLEJET PRINTER BJC-50	XCS70867	\$353.00
1.44 3.5 EXTERNAL FLOPPY DRIVE	A226856	\$534.00
PORTABLE PCP PR24 CD-ROM DRIVE	SBTP000821US /	
WITH CD2CDPRO 8-BAY CD DUPLICATOR	59084390	
		<u>\$621.00</u>
		<u>\$109,820.00</u>

To: _____

Subject: PAST PERFORMANCE QUESTIONNAIRE

The Naval Surface Warfare Center, Dahlgren Division, Dahlgren, Virginia is conducting a competitive best value source selection under solicitation N00178-98-R-2003. We have requested the offerors for this solicitation to distribute this Past Performance Questionnaires to their customers with whom they have had active contracts over the last 3 years. You are requested to complete this questionnaire and FAX or mail it to the address shown below within 2 weeks of your receipt of this document. Past Performance is a significant source selection factor and it is important that this offeror receives a prompt and thorough response from its customers. Your cooperation is greatly appreciated.

FAX to: Rolanda Wallace, Code XDS12

FAX (540) 653-6810

Voice (540) 653-7942

Or Mail to:

Contracting Officer

Naval Surface Warfare Center Dahlgren Division

Attn: Rolanda Wallace, Code XDS12

17320 Dahlgren Road

Dahlgren, Virginia 22448-5100

(To be Completed by the Offeror before mailing to the customer.)

Offeror Name: _____

Offeror Address: _____

Contract Number: _____

Prime Contractor _____ Subcontractor _____

Period of Performance: _____

Contract Amount/Price: _____

Customer Name: _____

Customer Address: _____

Customer Telephone Number: _____

Upon completion of this form it becomes Source Selection Information in accordance with FAR 3.104.

PAST PERFORMANCE QUESTIONNAIRE

Please circle the most appropriate answers and provide comments where needed to explain the assigned ratings.

GOVERNMENT AGENCY IDENTIFICATION

Naval Surface Warfare Center, Dahlgren Division
Attn: Rolanda Wallace, XDS12, Supply Department, Contracts Division FAX (540)653-6810

EVALUATOR IDENTIFICATION

Firm/Agency: _____
Name: _____
Title: _____
Phone Number: _____
Signature: _____

CONTRACT IDENTIFICATION

Contractor: _____
Contract Number: _____
Period of Performance: _____
Description of Work Performed: _____

TECHNICAL PERFORMANCE

The quality of the Contractor's overall technical performance, including compliance with contract requirements and commitment of Key Personnel to the project was:

OUTSTANDING VERY GOOD SATISFACTORY MARGINAL UNACCEPTABLE

Comments: _____

SCHEDULE

The Contractor's ability to meet contract schedules and submit deliverables in a timely manner, without performance schedule extensions was:

OUTSTANDING VERY GOOD SATISFACTORY MARGINAL UNACCEPTABLE

Comments: _____

COST CONTROL

The contractor's ability to perform within the estimated cost; identify potential cost increases; and submit complete, current, and accurate billings was:

OUTSTANDING VERY GOOD SATISFACTORY MARGINAL UNACCEPTABLE

Comments: _____

BUSINESS RELATIONS & QUALITY CONTROL

The contractor's record of management, which includes problem identification, effective utilization of subcontractors, responsiveness to technical guidance, and demonstrated flexibility was:

OUTSTANDING VERY GOOD SATISFACTORY MARGINAL UNACCEPTABLE

Comments: _____

CUSTOMER SATISFACTION

The Contractor's performance in regards to overall customer satisfaction was:

OUTSTANDING VERY GOOD SATISFACTORY MARGINAL UNACCEPTABLE

Comments: _____

Would you have any reservations about recommending a future contract to this company?

YES NO

Comments: _____

